

US ENVIRONMENTAL PROTECTION AGENCY WASHINGTON, DC 20460

TOXIC SUBSTANCES CONTROL ACT

LEAD PAINT NOTICE OF INSPECTION							
1.	NSPECTION IDENTIFICATION	V	2. TIME:	3. COMPANY NAME:			
DATE: 01/10/2023	INSPECTION NUMBER:	<i>j</i> .	31.00	PAVELKA RENTASL	LLC		
4. INSPECTOR SABERESS: U. S. Environmental Protection Agency 11201 Renner Boulevard WARDAPOPE Lenexa, Kansas 66219			5. FACILITY'S ADDRESS: DOI E DWO! S FREET HAS FINGS, NE 6890/				
For internal EPA use. Copies of this form may be provided to recipient as acknowledgment of this notice.							
		REASON FO	R INSPECTION				
This Disc	inspection involves the closure Rule documents	review of records, for residential real	files, papers, an estate sales an	d shall include copies of Title d/or lease transactions.	X, Section 1018		
In ad	ddition, this inspection ex	ktends to (Check a	ppropriate block	rs):			
	A. Financial dat	а	D. Pers	sonal data			
	B. Sales data		E. Res	earch data			
	C. Pricing data		F. Leas	se data	× 0		
The nature and extent of the inspection of such data specified in A through F is to determine compliance with Title X, Section 1018. I acknowledge voluntary consent to allow the representatives of EPA named below to review real estate notification and disclosure forms and any other documents to determine compliance with Title X, Section 1018 and to allow the EPA representative to copy any of these documents.							
		Signature		<u> </u>	<u>.</u>		
INSPECTOR SIGNATURE	THE PARTY OF THE P	THE RESIDENCE WAS ASSESSED TO SERVICE ASSESSED.	FACILITY REPRES	SENTATIVE SIGNATURE	and a committee to the Committee of the		
Honer Ser			Ryater				
NAME	0		NAME ZJAN	PAVELIER			
TITLE		DATE SIGNED	TITLE		DATE SIGNED		
Thems TITLE INSpector	?	01/10/2023	ewner (-10-2				

EPA FORM 7740-3A FOR 1018 (REVISED JAN. 2002) REPRINTED BY EPA REGION 7 – MAY 2007 PREVIOUS VERSIONS ARE OBSOLETE

WHITE - EPA OFFICIAL FILE COPY YELLOW - FACILITY COPY



US ENVIRONMENTAL PROTECTION AGENCY WASHINGTON, DC 20460

TOXIC SUBSTANCES CONTROL ACT

	TSCA	INSPECTION CO	NFIDENTIALITY NOTICE				
1.	INSPECTION IDENTIFICATION		4. FACILITY NAME:				
DATE:	INSPECTION NUMBER:		RAVECKA tempals LLC				
2. INSPECTOR'S NAME: Thomas BRICH			5. ADDRESS: 101 E Just Street HASTINGSINE 68901				
3. INSPECTOR'S ADDRESS: U. S. Environmental Protection Agency 11201 Renner Boulevard Lenexa, Kansas 66219			6. NAME OF CHIEF EXECUTIVE OFFICER: RYAN PANCIKA 7. TITLE: OCUNER				
For Internal EPA use.	Copies may be provided to recipi	lent as acknowledgme	nt of this notice.				
TO ASSERT A TSCA C	ONFIDENTIAL BUSINESS INFO	RMATION CLAIM					
during the Inspection of the accordance with provisions regulations issued thereund (TSCA), Section 14. EPA i FOIA requests unless the El confidential treatment, or matching and the regulations collect confidential if it relates to traconsider to be confidential by will disclose the information in the regulations (cited aborthe regulations require that is information claimed as CBI. A CBI claim may be asserted is received after the inspection practicable to protect the information or samples "TSCA confidentials on the second this notice. The inspector will be effective in light of the you to assert a CBI claim on or samples "TSCA confidentials notice. The inspector will be procedures. While you may claim any collikely to be upheld if they are criteria: 1. Your company h	eceive public requests for release of the facility cited above. Such requests with the Freedom of Information Act (Four, 40 CFR, Part 2; and the Toxic Suits required to make Inspection data as PA Administrator determines that the ay be withheld from release under other than the extent of the extent, and by means of the extent, and the extent of the extent, and the extent of the	ill be handled by EPA In DIA), 5 USC 552; EPA stances Control Act valiable in response to data is entitled to der exceptions of FOtA. The claimed as matters that you ent a CBI claim, EPA as procedures set forth. Among other things, disclosing any spection. If a CBI claim and administratively sure that such efforts more convenient for a individual documents are not even may have regarding such claims are not leets the following diffidentiality of the					
TO BE COMPLETED BY FACILITY OFFICIAL RECEIVING THIS NOTICE I acknowledge receipt of this notice:			the public without further notice to the business. If there is no one on the premise who is authorized to make CBI claims for this facility, a copy of this notice and other inspection materials will be sent to the company's Chief Executive Officer. If there is another official who should also receive this information, please designate below.				
SIGNATURE /	Par.		NAME				
NAME RYPON	PAVELLA		TITLE				
TITLE	ER-	DATE SIGNED	ADDRESS				

NEBRASKA RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is entrand between the Lessor.	ered into this fheday of, 20, (hereinafter referred to as "Landlord"), and the Lessee
•	All Lessees
(hereinafter referred to collectively as "Tenant"), are jointly, se	verally and individually bound by, and liable under, the terms an
conditions of this Lease.	
For the valuable consideration described below, the sufficiency	of which is hereby acknowledged, Landlord and Tenant do here
covenant, contract and agree as follows:	
GRANT OF LEASE: Landlord does hereby lease unto Cenant, and Tenant does hereby rent from Landlord, solely for	T
se as a personal residence, excluding all other uses, the	In compliance with Nebraska Code § 76-1416:
personal residence located in County,	Upon termination of the Lease, property or money held by the
Nebraska, with address of:	landlord as prepaid rent and security may be applied to the
ACUIASSA, WIIII AUGUCSS OL.	payment of rent and the amount of damages which the
	landlord has suffered by reason of the tenant's
· · · · · · · · · · · · · · · · · · ·	
	noncompliance with the Lease agreement. The balance, if any, and a written itemization shall be delivered or mailed
, including	the tenant within fourteen days after demand and designation
e following items of personal property:	of the location where payment may be made or mailed.
e tonowing nems of personal property.	of the location where payment may be made or mailed.
	5. RENT PAYMENTS: Tenant agrees to pay rent unto the
	Landlord during the term of this Lease in equal monthly
	installments of \$, said installment for each
NATURE OF OCCUPANCY: As a special	month being due and payable on or before the 1st day of the
isideration and inducement for the granting of this Lease by	month, the first full rent payment under this Lease being due
e Landlord to the Tenant, the personal residence described	on the 1st day of, 20
pove shall be used and occupied only by the members of the	
enant's family or others whose names and ages are set forth	Tenant agrees that if rent is not paid in full on or before the
dow:	day of the month, Tenant will pay a late charge of
	\$ as allowed by applicable Nebraska law.
	The prorated rent from the commencement of this Lease to the
	first day of the following month is \$, which
	amount shall be paid at the execution of this Lease.
TERM OF LEASE: This Lease shall commence on the	
day of, 20, and extend until	Tenant agrees that rent shall be paid in lawful money of the
expiration on the day of,	United States by (indicate those that apply):
, unless renewed or extended pursuant to the terms	[] cash, [] personal check, [] money order, []
ein.	cashier's check, [] other
CECTIONED DEDOCTOR TITLE CONTROL OF A STATE	Dout permants shall be made remained
SECURITY DEPOSIT: Upon execution of this Lease,	Rent payments shall be made payable to and mailed
ant shall deposit the sum of \$ to be held by dlord as a security deposit for reasonable cleaning of, and	or delivered to the following address:
	or neuveren to the tottowing address.
air of damages to, the premises upon the expiration or	. All notices from Tenant to
nination of this Lease, or other reasonable damages	
ulting from a default by Tenant. Tenant shall be liable to	Landlord under this Lease and applicable Nebraska law shall
adlord for all damages to the leased premises upon the	be delivered to the above address.
nination of this Lease, ordinary wear and tear excepted.	Tonont corpor that root manion will not be considered soid
ant is not entitled to interest on the security deposit.	Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies,
ani may not apply the security deposit to any rent due	either by mail or by delivery to the above address. Tenant
er this Lease. If Landlord sells or assigns the leased	placing rent monies in the mail is not sufficient for rent to be
mises, Landlord shall have the right to transfer Tenant's	considered paid, and rent will be considered unpaid until
uity deposit to the new owner or assignee to hold under	actual receipt thereof.
Lease, and upon so doing Landlord shall be released from	actual receipt mereor.
iability to Tenant for return of said security deposit.	

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

6. CONSEQUENSES OF BREACH BY TENANT: If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

In compliance with Nebraska Code § 76-1431:

In case of such breach, Landlord may deliver a written notice to the Tenant in breach specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied within a reasonable time not in excess of thirty (30) days; and the Lease Agreement shall terminate and the Tenant shall surrender possession as provided in the notice subject to the following:

- (a) If the breach is remediable by repairs, the payment of damages, or otherwise, and the Tenant adequately remedies the breach prior to the date specified in the notice, the Lease Agreement shall not terminate;
- (b) In the absence of a showing of due care by the Tenant, if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the Landlord party may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the Lease Agreement;

If the Lease Agreement is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.

However, if the breach by the Tenant is nonpayment of rent, the Landlord shall not be required to deliver thirty (30) days' written notice as provided above. In such event, the Landlord may serve Tenant with a three (3) day written notice of termination, whereupon the Tenant must pay the unpaid rent in full or surrender possession of the premises by the expiration of the three (3) day notice period.

Furthermore, the Tenant may be terminated with fourteen (14) days notice if the Tenant has committed a substantial violation of the Lease Agreement or applicable law that materially affects health and safety, and the violation is not cured prior to the expiration of the fourteen (14) day notice period.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

7. DELIVERY OF NOTICES: Any giving of notice under this Lease or applicable Nebraska law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant if when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

•
8. UTILITIES: Tenant will provide and pay for the following utilities (indicate those that apply): [] Electric, [] Gas, [] Telephone, [] Cable Television [] Water, [] Garbage pick-up.
Landlord will provide and pay for the following utilities (indicate those that apply): [] Electric, [] Gas, [] Telephone, [] Cable Television [] Water, [] Garbage pick-up.

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

9. NOTICE OF INTENT TO SURRENDER: Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a menth-to-month tenant as defined by applicable Nebraska law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the

residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Nebraska law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

10. OBLIGATIONS AND DUTIES OF LANDLORD:

In compliance with Nebraska Code § 76-1419,

- 1) The landlord shall:
- (a) Substantially comply, after written or actual notice, with the requirements of the applicable minimum housing codes materially affecting health and safety;
- (b) Make all repairs and do whatever is necessary, after written or actual notice, to put and keep the premises in a fit and habitable condition;
- (c) Keep all common areas of the premises in a clean and safe condition;
- (d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him;
- (e) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal from the appropriate receptacle; and
- (f) Supply running water and reasonable amounts of hot water at all times and reasonable heat except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

11. OBLIGATIONS AND DUTIES OF TENANT:

In compliance with Nebraska Code § 76-1421, Tenant shall-

- (1) Comply with all obligations primarily imposed upon tenants by applicable minimum standards of building and housing codes materially affecting health or safety,
- (2) Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit, and upon termination of the Lease place the dwelling unit in as clean condition, excepting ordinary wear and tear, as when the Lease commenced;

- (3) Dispose from his dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner,
- (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- (5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators in the premises;
- (6) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
- (7) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises; and
- (8) Abide by all bylaws, covenants, rules or regulations of any applicable condominium regime, cooperative housing agreement, or neighborhood association not inconsistent with landlord's rights or duties.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

- 12. NO ASSIGNMENT: Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.
- 13. TENANT INSURANCE: Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any ofher source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.
- 14. CONDITION OF LEASED PREMISES: Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable Nebraska law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any

resulting repairs at the same time and in addition to the next month's reint payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and sightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

- 15. ALTERATIONS: Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.
- or suffer any acts or omissions contrary to law or ordinance to be carried on upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises—whether known or unknown to Tenant.
- 17. NOTICE OF INJURIES: In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of renf) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.
- 18. LANDLORD'S RIGHT TO MORTGAGE: Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney

for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

- 19. DELAY IN REPAIRS: Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlords control, there shall be no effect on the obligations of Tenant under this Lease.
- 20. ABANDONMENT: Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid-whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Nebraska law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Nebraska law, and terminate this Lease without notice to Tenant.

21. NOTICE OF ABSENCE FROM PREMISES: If
Tenant is to be absent from the leased premises for seven (7)
or more consecutive days, written notice of such should be
served upon Landlord. If such absences are to be customary
or frequent, the expected frequency and duration of absence
or mequent, the experient mequancy and continued as
should be summarily noted here:

Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.

- 22. POSSESSION OF PREMISES: Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant.
- 23. DELAY OF POSSESSION: Tenant expressly agrees that if by reason of the premises being unready for occupancy, or by reason of the previous tenant or occupant of the dwelling holding over, or as a result of any other cause whatsoever, Tenant is unable to enter and occupy the premises, Landlord shall not be liable to Tenant in damages, but shall abate the rent for the period in which the Tenant is unable to occupy the premises.
- 24. MATERIALITY OF APPLICATION TO RENT: All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said

Application, Landlord may deem Tenant to be in breach of this Lease.

- 25. MODIFICATION OF THIS LEASE: Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.
- 26. REMEDIES NOT EXCLUSIVE: The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Nebraska law.
- 27. SEVERABILITY: If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.
- 28. NO WAIVER: The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.
- 29. ATTORNEY FEES: In the event that Landlord employees an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby.
- 30. HERS AND ASSIGNS: It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.
- 31. DESTRUCTION OF PREMISES: In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the

control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in reut in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

- 32. EMINENT DOMAIN: In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.
- 33. LANDLORD ENTRY AND LIEN: In addition to the rights provided by applicable Nebraska law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premised or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.
- GOVERNING LAW: This Lease is governed by the statutory and case law of the State of Nebraska.

LEAD-BASED PAINT

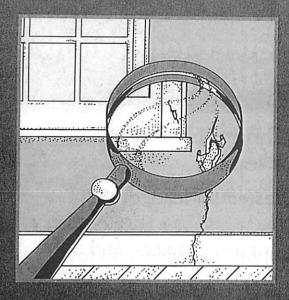
DISCLOSURE: All parties to this Lease acknowledge that the Leased Premises was built □ before January 1, 1978, or □ after January 1, 1978. For all homes built prior to January 1, 1978, the following are specifically incorporated into this Lease and made a part hereof:

- Protect Your Family From Lead in Your Home Pamphlet; and
- Disclosure of Information on Lead-Based Paint and/or Lease-Based Paint Hazards.

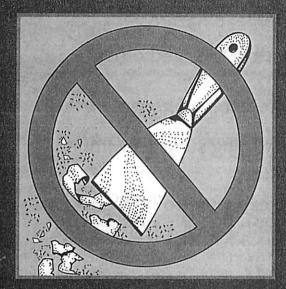
By signing this Lease, Tenant acknowledges receipt of the documents provided hereinabove. Additional information is available at https://www.epa.gov/lead.

35. ADDITIONAL PROVISIONS	

SIGNATURES	
Tenant	Date
Tenant	Date
Tenant	Date
Landlord	Date



Protect Your Family From Lead In Your Home







United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- ♠ Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children who seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

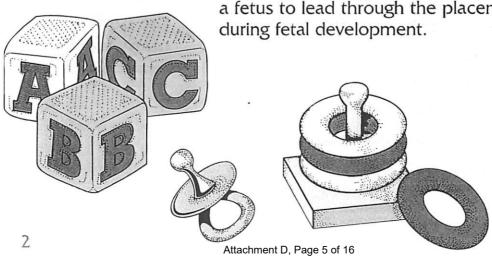
- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

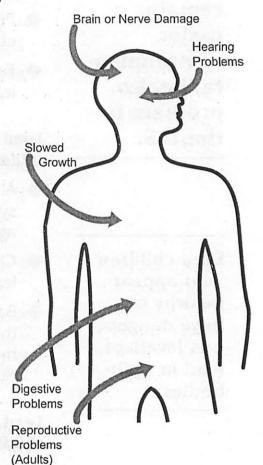
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways. In general, the older your home, the more likely it has leadbased paint. Many homes built before 1978 have leadbased paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Stairs, railings, banisters, and porches.

◆ Doors and door frames.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- \bullet 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors.
- $igoplus 250 \, \mu \text{g/ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas of bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A paint inspection tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- **\Delta** Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call 1-800-424-LEAD (5323) for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.



What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.







Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot (μg/ft²) for floors, including carpeted floors;
- \Rightarrow 250 μ g/ft² for interior windows sills; and
- \bullet 400 µg/ft² for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- ◆ Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.





- ◆ Drinking water. Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ The job. If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted toys and furniture.
- Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.
- Lead smelters or other industries that release lead into the air.
- Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.
- Folk remedies that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call 1-800-424-LEAD (424-5323) to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hotline

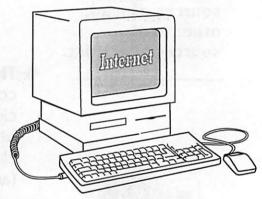
Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772, or visit CPSC's Web site at: www.cpsc.gov.



Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at 1-800-424-LEAD.



For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact U.S. EPA Region 1 Suite 1100 (CPT) One Congress Street Boston, MA 02114-2023 1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact U.S. EPA Region 2 2890 Woodbridge Avenue Building 209, Mail Stop 225 Edison, NJ 08837-3679 (732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact U.S. EPA Region 3 (3WC33) 1650 Arch Street Philadelphia, PA 19103 (215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact U.S. EPA Region 4 61 Forsyth Street, SW Atlanta, GA 30303 (404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact U.S. EPA Region 5 (DT-8J) 77 West Jackson Boulevard Chicago, IL 60604-3666 (312) 886-6003 **Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact U.S. EPA Region 6 1445 Ross Avenue, 12th Floor Dallas, TX 75202-2733 (214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact U.S. EPA Region 7 (ARTD-RALI) 901 N. 5th Street Kansas City, KS 66101 (913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact U.S. EPA Region 8 999 18th Street, Suite 500 Denver, CO 80202-2466 (303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact U.S. Region 9 75 Hawthorne Street San Francisco, CA 94105 (415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact U.S. EPA Region 10 Toxics Section WCM-128 1200 Sixth Avenue Seattle, WA 98101-1128 (206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission 201 Varick Street, Room 903 New York, NY 10014 (212) 620-4120

Western Regional Center

Consumer Product Safety Commission 1301 Clay Street, Suite 610-N Oakland, CA 94612 (510) 637-4050

Central Regional Center

Consumer Product Safety Commission 230 South Dearborn Street, Room 2944 Chicago, IL 60604 (312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control 451 Seventh Street, SW, P-3206 Washington, DC 20410 (202) 755-1785

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U.S. EPA Washington DC 20460

U.S. CPSC Washington DC 20207

U.S. HUD Washington DC 20410

EPA747-K-99-001 June 2003

TO THE PROPERTY OF THE WELL TO THE	THE MOVED DEC 22
This Residential Lease Agreement (hereinafter "Lease") is entant to the Lesson.	TAL LEASE AGREEMENT
This Residential Lease Agreement (hereinafter "Lease") is en and between the Lessor. (hereinafter referred to collectively as "Tenant"), are jointly, s conditions of this Lease.	tered into this the day of Christian, 2020, by thereinafter referred to as "Landlord", and the Lessees everally and individually bound by, and liable under, the terms and
For the valuable consideration described below, the sufficiency covenant, contract and agree as follows:	y of which is hereby acknowledged, Landlord and Tenant do hereby
1. GRANT OF LEASE: Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in ADAMS. County, Nebraska, with address of: TENETINGS, NE 1290	Upon termination of the Lease, property or money held by the landlord as prepaid rent and security may be applied to the payment of rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with the Lease agreement. The balance, if any, and a written itemization shall be delivered or mailed to the tenant within fourteen days after demand and designation of the location where payment may be made or mailed. 5. RENT PAYMENTS: Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of \$
1St day of foly 2020, and extend until its expiration on the 312 day of January. 2020, unless renewed or extended pursuant to the terms herein. Month-to Worth Afternaco.	Tenant agrees that rent shall be paid in lawful money of the . United States by (indicate those that apply): [Cash, [] personal check, [] money order, [] cashier's check, [] other
4. SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall deposit the sum of \$\frac{0.15}{0.15}\$ to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant is not entitled to interest on the security deposit. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's	Rent payments shall be made payable to AUCLYA ENTALS and mailed or delivered to the following address: All notices from Tenant to Landlord under this Lease and applicable Nebraska law shall be delivered to the above address. Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies, either by mail or by delivery to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.
Attachment E-	1, Page 1 of 11

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

6. CONSEQUENSES OF BREACH BY TENANT: If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

In compliance with Nebraska Code § 76-1431:

In case of such breach, Landlord may deliver a written notice to the Tenant in breach specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied within a reasonable time not in excess of thirty (30) days; and the Lease Agreement shall terminate and the Tenant shall surrender possession as provided in the notice subject to the following:

- (a) If the breach is remediable by repairs, the payment of damages, or otherwise, and the Tenant adequately remedies the breach prior to the date specified in the notice, the Lease Agreement shall not terminate;
- (b) In the absence of a showing of due care by the Tenant, if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the Landlord party may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the Lease Agreement.

If the Lease Agreement is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.

However, if the breach by the Tenant is nonpayment of rent, the Landlord shall not be required to deliver thirty (30) days' written notice as provided above. In such event, the Landlord may serve Tenant with a three (3) day written notice of termination, whereupon the Tenant must pay the unpaid rent in full or surrender possession of the premises by the expiration of the three (3) day notice period.

Furthermore, the Tenant may be terminated with fourteen (14) days notice if the Tenant has committed a substantial violation of the Lease Agreement or applicable law that materially affects health and safety, and the violation is not cured prior to the expiration of the fourteen (14) day notice period.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

7. DELIVERY OF NOTICES: Any giving of notice under this Lease or applicable Nebraska law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant if when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

8. UTILITIES: Tenant will provide and pay for the following utilities (indicate those that apply):

[X] Electric, [] Gas, ["A Telephone, [Cable Television,

Water, Garbage pick-up.

LANGUAGE WILLITES 462-463-1771

Landlord will provide and pay for the following utilities (indicate those that apply):

[] Electric, [] Gas, [] Telephone, [] Cable Television, [] Water, [] Garbage pick-up.

Weenwards Uspeak 402-402-67252

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

9. NOTICE OF INTENT TO SURRENDER: Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable Nebraska law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the

residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Nebraska law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

10. OBLIGATIONS AND DUTIES OF LANDLORD:

In compliance with Nebraska Code § 76-1419.

- 1) The landlord shall:
- (a) Substantially comply, after written or actual notice, with the requirements of the applicable minimum housing codes materially affecting health and safety;
- (b) Make all repairs and do whatever is necessary, after written or actual notice, to put and keep the premises in a fit and habitable condition;
- (c) Keep all common areas of the premises in a clean and safe condition;
- (d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him;
- (e) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal from the appropriate receptacle; and
- (f) Supply running water and reasonable amounts of hot water at all times and reasonable heat except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

11. OBLIGATIONS AND DUTIES OF TENANT:

In compliance with Nebraska Code § 76-1421, Tenant shall:

- (1) Comply with all obligations primarily imposed upon tenants by applicable minimum standards of building and housing codes materially affecting health or safety,
- (2) Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit, and upon termination of the Lease place the dwelling unit in as clean condition, excepting ordinary wear and tear, as when the Lease commenced;

(3) Dispose from his dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner,

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- (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- (5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators in the premises;
- (6) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
- (7) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises; and
- (8) Abide by all bylaws, covenants, rules or regulations of any applicable condominium regime, cooperative housing agreement, or neighborhood association not inconsistent with landlord's rights or duties.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

- 12. NO ASSIGNMENT: Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.
- 13. TENANT INSURANCE: Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.
- 14. CONDITION OF LEASED PREMISES: Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable Nebraska law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any

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resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and sightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

- 15. ALTERATIONS: Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.
- or suffer any acts or omissions contrary to law or ordinance to be carried on upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises—whether known or unknown to Tenant.
- 17. NOTICE OF INJURIES: In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or gnests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.
- 18. LANDLORD'S RIGHT TO MORTGAGE: Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney

for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

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- 19. DELAY IN REPAIRS: Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlords control, there shall be no effect on the obligations of Tenant under this Lease.
- 20. ABANDONMENT: Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid-whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Nebraska law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Nebraska law, and terminate this Lease without notice to Tenant.
- 21. NOTICE OF ABSENCE FROM PREMISES: If Tenant is to be absent from the leased premises for seven (7) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here:

Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other momes as stated herein, or the consequences of failure to timely pay same.

- 22. POSSESSION OF PREMISES: Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant.
- 23. DELAY OF POSSESSION: Tenant expressly agrees that if by reason of the premises being unready for occupancy, or by reason of the previous tenant or occupant of the dwelling holding over, or as a result of any other cause whatsoever, Tenant is unable to enter and occupy the premises, Landlord shall not be liable to Tenant in damages, but shall abate the rent for the period in which the Tenant is unable to occupy the premises.
- 24. MATERIALITY OF APPLICATION TO RENT: All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said

Application, Landlord may deem Tenant to be in breach of this Lease.

- 25. MODIFICATION OF THIS LEASE: Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.
- 26. REMEDIES NOT EXCLUSIVE: The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Nebraska law.
- 27. SEVERABILITY: If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.
- 28. NO WAIVER: The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.
- 29. ATTORNEY FEES: In the event that Landlord employees an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby.
- 30. HEIRS AND ASSIGNS: It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.
- 31. DESTRUCTION OF PREMISES: In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the

control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

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- 32. EMINENT DOMAIN: In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.
- 33. LANDLORD ENTRY AND LIEN: In addition to the rights provided by applicable Nebraska law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premised or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.
- 34. GOVERNING LAW: This Lease is governed by the statutory and case law of the State of Nebraska.
- 35. ADDITIONAL PROVISIONS:

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TSCA Lead-Based Paint Disclosure Rule Inspection Worksheet INDIVIDIVIDUAL LEASE INFORMATION SUMMARY

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Instructions: Inspector completes for	n tor eve	ery le	ease copied and	reviewe	ed.	Comp	leted for	m is include	d in inspection
report, Attachment E. Form may be completed manually or electronically. (Enter all dates as mm/dd/yyyy). This form may be printed and completed in pen, or it may be completed electronically, then printed. If form is									
completed electronical and comp	pieted ii	n per	i, or it may be	comple	ted	electi	ronically	, then printe	ed. If form is
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Inspector (last name) BRICK Inspection Date: 01 10 2023									
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Target Housing Unit Information	n :								
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Tenant_Information:							`		
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Age (or approx. age) of each tenant u	nder 18	(at the	time the lease was	sinned).		1	7	-7 /	
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NEBRASKA

Good Life. Great Mission.

DEPT, OF HEALTH AND HUMAN SERVICES

738 E. 3rd St. Hastings, NE 68901

May 23, 2022

RE: Lead Inspection at 738 E. 3rd St., Hastings, NE 5/13/2022 Site Visit

The Office of Environmental Health & Indoor Air recently conducted an inspection at the home above. This inspection consisted of: gathering general information about the home, your occupation(s) and hobbies, testing for sources of lead-based paint using an XRF device and taking dust wipe and soil samples in multiple locations. This inspection mainly focuses on lead-based paint, but also includes other sources such as food items, toys, cosmetics and furniture to determine if something from inside or around the home may be a source of lead.

Causes of elevated blood-lead levels in children can be difficult to trace, and can be from many sources. It takes only small amounts (even tiny dust particles) to cause elevated blood-lead levels.

Wipe samples were taken at three locations in the residence. These samples were analyzed by EHS Laboratories and the results are as follows, labeled in ug/ft² (micrograms per square foot):

- Front entrance floor: <5.00 μg/ft²
- Living room window sill: 61.2 μg/ft²
- Rear entrance floor: <5.00 μg/ft²

EPA Lead Hazard standards considers anything ≥10 μg/ft² on floors and ≥100 μg/ft² on window sills as elevated/unsafe.

The results show that there are non-elevated levels of lead on the floor at both the front and rear entrance, as well as the living room window sills. These parts of the home appeared to be kept clean, and it is suggested that the area(s) continue to be regularly cleaned to continue to keep lead dust levels low.

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DEPT, OF REALTH AND HUMAN SERVICES

Soil samples were taken at two locations in the backyard where there was exposed soil. These samples were analyzed by EHS Laboratories and the results are as follows, labeled in ppm (parts per million):

Backyard: 190 ppm

Backyard (west side): 190 ppm

EPA Lead Hazard standards in soil consider anything ≥400 ppm in high traffic and play areas as elevated/unsafe. The results suggest that there are non-elevated levels of lead in the soil.

XRF testing was performed inside of the residence to test for lead-based in every room. Many of the walls, windows, doors, trim and furniture were tested. Lead or lead-based paint was found in multiple locations and was mostly found in these areas:

- Most window frames, sashes and troughs
- Bedroom(s) closets and storage shelving
- Kitchen doorway frames
- Bathroom tub, door and window
- Mudroom storage cabinets
- Front porch columns
- Garage pedestrian door
- Yellow paint in basement stairway

Some of these areas had newer paint on top of the older, lead paint. Some areas with tested lead-based paint were in good condition with some minimal flaking or damage, but many areas were deteriorated and are in need of repair (mostly the windows). The XRF analyzer results spreadsheet has been included, and any areas with lead-based paint are noted as "positive" and highlighted in red. The areas which tested positive have been described and also given a condition.

Any items or components with loose or flaking paint should be repaired, repainted, encapsulated or enclosed. If attempting to repair any areas yourself, it is recommended to take some precautions when doing so. Keeping work areas isolated from your children as much as possible is important. It is also recommended to use personal protective equipment such as gloves, respiratory protection and clothing which can be removed and washed or discarded before coming into contact with your children after working. Avoid dry scraping or sanding loose paint. Wet scraping is advised to remove loose paint, and plastic sheets or drop cloths should be used to catch any debris. This helps make cleanup and disposal easier and safer.

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DEPT. OF HEALTH AND HUMAN SERVICES

Any loose dry debris can be vacuumed up with a HEPA vacuum and final cleanup using wet cleaning methods.

If you are not doing renovations by yourself, it is required to have a lead-based paint contractor who is EPA-RRP-certified and/or State-Licensed to perform lead abatement and lead-safe work practices. EPA-Certified contractors can be found on the EPA's website at:

, under "Safety Information" and "Find a Lead-Safe Certified Firm.

State-Licensed contractors can be found on our website at:

A State-Licensed contractor is required when <u>abatement</u> (targeted removal of a lead hazard) is performed. An EPA RRP contractor can be used when doing renovations, repair or painting in the home that may be near areas with lead-based paint, but do not target the lead paint specifically for removal.

General information and suggestions for lead safety:

- Lead paint in older homes is common and can be managed by regular cleaning and maintenance.
- 2. Keep any work areas isolated which may contain lead, lead paint or dust.
- Keep dust and paint flakes cleaned around windows and doorways.
- Keep living areas and floors wiped clean of any dust which may contain particles of old lead paint. Always use wet cleaning methods to better remove the particles. (disposable wipes or mop heads like Swiffer Wet are very effective)
- 5. Keep all children's hands clean and watch what they put into their mouths.
- Ensure children maintain diets that are low in excessive fats, with foods rich in iron, calcium, and vitamin C. A healthy diet helps limit the additional absorption of lead into the body.
- If you wish to hire someone to remove or cover over the lead paint, be sure that the
 person hired has RRP Certification and training. RRP stands for Renovation, Repair
 and Painting. It is a certification provided by the U.S. EPA, and is recognized in
 Nebraska.
- 8. If you choose to address any lead paint yourself, additional information on safe work practices can be found on the EPA and HUD websites.

Please contact our office at 402-471-0386 if you have any further questions or concerns.

Sincerely,

Andrew Nalow, Health Industrial Hygiene Specialist



Environmental Hazards Services, L.L.C.

7469 Whitepine Rd Richmond, VA 23237 Telephone: 800.347.4010

Lead in Soil **Analysis Report**

_ Report Number: 22-05-03863

Client:

NE Health & Human Srv. Lead Prgrm

301 Centennial Mall South

Lincoln, NE 68509

Received Date: 05/19/2022 Analyzed Date: 05/20/2022

Reported Date: 05/20/2022

Project/Test Address: 738 E 3rd Street; Hastings, NE 68901

Collection Date: 05/13/2022

Client Number:

Laboratory Results 28-5730

Fax Number: 402-471-8833

Lab Sample Number	Client Sample Number	Collection Location	Concentration ppm (ug/g)	Narrative ID
22-05-03863-004	4	BACK YARD	190	
22-05-03863-005	5	BACK YARD WEST	190	

Method:

ASTM E-1979-17/EPA SW846 7000B

Reviewed By Authorized Signatory:

Milisoa Kanode

Melissa Kanode

QA/QC Clerk

The Reporting Limit (RL) is 10.0 ug Total Pb. All internal quality control requirements associated with this batch were met, unless otherwise noted.

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Results represent the analysis of samples submitted by the client. Unless otherwise noted, samples are reported without a dry weight correction. Sample location, description, area, volume, etc., was provided by the client. If the report does not contain the result for a field blank, it is due to the fact that the client did not include a field blank with their samples. EHS sample results do not reflect blank correction. This report shall not be reproduced except in full, without the written consent of Environmental Hazards Services, L.L.C.

ELLAP Accreditation through AIHA LAP, LLC (100420), NY ELAP #11714.

ppm = parts per million LEGEND ug = microgram ug/g = micrograms per gram

ENVIRONMENTAL HAZARDS SERVICES, LLC

Lead Chain of Custody Form

	Lead Chair of Custody Form																					
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Co	mpany A	Address	PO Box 59 026								City/State/Zip Lincoln, Ne 68509											
			402-4										Email andy.nalow@nebraska.gov									
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	RESULTS VIA CLIENT PORTAL AVAILABLE @ Attachiment E14. Page 11 of 11																					

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NEBRASKA RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is en	tered into this the 5 day of MAY 2015 by
and between the Lessor: FAVELVA PENTALS	(hereinafter referred to as "Landlord"), and the Lessee(s)
Chaminathar referred to collectively as "Transat"	. All Lessees
conditions of this Lease.	everally and individually bound by, and liable under, the terms and
Committees of this Lease.	
For the valuable consideration described below the sufficience	y of which is hereby acknowledged, Landlord and Tenant do hereby
covenant, contract and agree as follows:	, which is hereby abandwindged, Dankiloid and Tenant do hereby
GRANT OF LEASE: Landlord does hereby lease unto	
Tenant, and Tenant does hereby rent from Landlord, solely for	In compliance with Nebraska Code § 76-1416:
use as a personal residence, excluding all other uses, the	
personal residence located in ADAMS County,	Upon termination of the Lease, property or money held by the
Nebraska, with address of:	landlord as prepaid rent and security may be applied to the
HASTINGS NE LOSGOI	payment of rent and the amount of damages which the landlord has suffered by reason of the tenant's
HASINGS NE USTWI	noncompliance with the Lease agreement. The balance, if
	any, and a written itemization shall be delivered or mailed to
, including	the tenant within fourteen days after demand and designation
the following items of personal property:	of the location where payment may be made or mailed.
Blinds- Appliances. ~	
V1	5. RENT PAYMENTS: Tenant agrees to pay rent unto the
	Landlord during the term of this Lease in equal monthly
a art morn on o dominations. As a second	installments of \$ 175 said installment for each
2. NATURE OF OCCUPANCY: As a special consideration and inducement for the granting of this Lease by	month being due and payable on or before the 1st day of the month, the first full rent payment under this Lease being due
the Landlord to the Tenant, the personal residence described	on the 1st day of JUNE, 2016.
above shall be used and occupied only by the members of the	on the 1st taly of
Tenant's family or others whose names and ages are set forth	Tenant agrees that if rent is not paid in full on or before the
below:	5th day of the month, Tenant will pay a late charge of
-	\$ 200 as allowed by applicable Nebraska law.
	PER DAY BACK TO FIRST OF MONTH UNTIL FULL
	The prorated rent from the commencement of this Lease to the first day of the following month is \$ 335 , which
	amount shall be paid at the execution of this Lease.
3. TERM OF LEASE: This Lease shall commence on the	amount shad be paid at the execution of this exast.
15 day of MAY , 2015, and extend until	Tenant agrees that rent shall be paid in lawful money of the
its expiration on the day of May	United States by (indicate those that apply):
20 16, unless renewed or extended pursuant to the terms	A cash, [Spersonal check, Mmoney order, []
herein MUNTH TO MUNTH APTERWARD.	cashier's check, [] other
· · · · · · · · · · · · · · · · · · ·	Down and all he made nomble to
4. SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall deposit the sum of \$	Rent payments shall be made payable to PAYELKA DENTALS and mailed
Landlord as a security deposit for reasonable cleaning of, and	or delivered to the following address:
repair of damages to, the premises upon the expiration or	721 SUNSET CIT HASTINGS. NE
termination of this Lease, or other reasonable damages	All notices from Tenant to
resulting from a default by Tenant. Tenant shall be liable to	Landlord under this Lease and applicable Nebraska law shall
Landlord for all damages to the leased premises upon the	be delivered to the above address.
termination of this Lease, ordinary wear and tear excepted.	The considered raid
Tenant is not entitled to interest on the security deposit.	Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies,
Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased	either by mail or by delivery to the above address. Tenant
premises, Landlord shall have the right to transfer Tenant's	placing rent monies in the mail is not sufficient for rent to be
security deposit to the new owner or assignee to hold under	considered paid, and rent will be considered unpaid until
this Lease, and upon so doing Landlord shall be released from	actual receipt thereof.
all liability to Tenant for return of said security deposit.	

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

6. CONSEQUENSES OF BREACH BY TENANT: If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

In compliance with Nebraska Code § 76-1431:

In case of such breach, Landlord may deliver a written notice to the Tenant in breach specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied within a reasonable time not in excess of thirty (30) days; and the Lease Agreement shall terminate and the Tenant shall surrender possession as provided in the notice subject to the following:

- (a) If the breach is remediable by repairs, the payment of damages, or otherwise, and the Tenant adequately remedies the breach prior to the date specified in the notice, the Lease Agreement shall not terminate;
- (b) In the absence of a showing of due care by the Tenant, if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the Landlord party may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the Lease Agreement;

If the Lease Agreement is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.

However, if the breach by the Tenant is nonpayment of rent, the Landlord shall not be required to deliver thirty (30) days' written notice as provided above. In such event, the Landlord may serve Tenant with a three (3) day written notice of termination, whereupon the Tenant must pay the unpaid rent in full or surrender possession of the premises by the expiration of the three (3) day notice period.

Furthermore, the Tenant may be terminated with fourteen (14) days notice if the Tenant has committed a substantial violation of the Lease Agreement or applicable law that materially affects health and safety, and the violation is not cured prior to the expiration of the fourteen (14) day notice period.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

7. DELIVERY OF NOTICES: Any giving of notice under this Lease or applicable Nebraska law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant if when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

8. UTILITIES: Tenant will provide and pay for the following utilities (indicate those that apply):

[Electric, [Gas, [Telephone, [Cable Television, Water, [Garbage pick-up. HASTINGS WILLIAES LANGES WILLIAES LANGES WILLIAES LANGES WILLIAES (indicate those that apply):

[] Electric, [] Gas, [] Telephone, [] Cable Television, [] Water, [] Garbage pick-up.

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

9. NOTICE OF INTENT TO SURRENDER: Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable Nebraska law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreemer of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the mar described above, Tenant must give a thirty (30) day v notice to the Landlord of Tenant's intention to surr

residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Nebraska law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

10. OBLIGATIONS AND DUTIES OF LANDLORD:

In compliance with Nebraska Code § 76-1419,

- 1) The landlord shall:
- (a) Substantially comply, after written or actual notice, with the requirements of the applicable minimum housing codes materially affecting health and safety;
- (b) Make all repairs and do whatever is necessary, after written or actual notice, to put and keep the premises in a fit and habitable condition;
- (c) Keep all common areas of the premises in a clean and safe condition:
- (d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him;
- (e) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal from the appropriate receptacle; and
- (f) Supply running water and reasonable amounts of hot water at all times and reasonable heat except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

11. OBLIGATIONS AND DUTIES OF TENANT:

In compliance with Nebraska Code § 76-1421, Tenant shall:

- (1) Comply with all obligations primarily imposed upon tenants by applicable minimum standards of building and housing codes materially affecting health or safety,
- (2) Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit, and upon termination of the Lease place the dwelling unit in as clean condition, excepting ordinary wear and tear, as when the Lease commenced,

(3) Dispose from his dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner.

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- (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- (5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators in the premises;
- (6) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
- (7) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises; and
- (8) Abide by all bylaws, covenants, rules or regulations of any applicable condominium regime, cooperative housing agreement, or neighborhood association not inconsistent with landlord's rights or duties.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

- 12. NO ASSIGNMENT: Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.
- 13. TENANT INSURANCE: Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.
- 14. CONDITION OF LEASED PREMISES: Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable Nebraska law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any

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្សាំវត្តស្រុកការអភាបន្ស័យ មន្ត្របាយ

resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and sightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

- 15. ALTERATIONS: Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.
- or suffer any acts or omissions contrary to law or ordinance to be carried on upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises-whether known or unknown to Tenant.
- 17. NOTICE OF INJURIES: In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.
- 18. LANDLORD'S RIGHT TO MORTGAGE: Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney

for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

- 19. DELAY IN REPAIRS: Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlords control, there shall be no effect on the obligations of Tenant under this Lease.
- 20. ABANDONMENT: Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid-whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Nebraska law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Nebraska law, and terminate this Lease without notice to Tenant.
- 21. NOTICE OF ABSENCE FROM PREMISES: If Tenant is to be absent from the leased premises for seven (7) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here:

Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.

- 22. POSSESSION OF PREMISES: Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant.
- 23. DELAY OF POSSESSION: Tenant expressly agrees that if by reason of the premises being unready for occupancy, or by reason of the previous tenant or occupant of the dwelling holding over, or as a result of any other cause whatsoever, Tenant is unable to enter and occupy the premises, Landlord shall not be liable to Tenant in damages, but shall abate the rent for the period in which the Tenant is unable to occupy the premises.
- 24. MATERIALITY OF APPLICATION TO RENT: All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said

Application, Landlord may deem Tenant to be in breach of this Lease.

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- 25. MODIFICATION OF THIS LEASE: Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.
- 26. REMEDIES NOT EXCLUSIVE: The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Nebraska law.
- 27. SEVERABILITY: If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.
- 28. NO WAIVER: The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.
- 29. ATTORNEY FEES: In the event that Landlord employees an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby.
- 30. HEIRS AND ASSIGNS: It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.
- 31. DESTRUCTION OF PREMISES: In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the

control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

- 32. EMINENT DOMAIN: In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.
- 33. LANDLORD ENTRY AND LIEN: In addition to the rights provided by applicable Nebraska law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premised or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.
- 34. GOVERNING LAW: This Lease is governed by the statutory and case law of the State of Nebraska.

35. ADDITIONAL PROVISIONS: , NO PETS OR SMUKING INSIDE HOME.
MUNING AND WATERING AS NEEDED.
TENANT RESPONSIBLE FOR SNOW
NO GARBAGE OR CLUTTER TO ACCUMULATE
TENANT RESPONSIBLE FOR TEENTERS.
FISULANCE
Province Control of the Control of t

LANDLIED EMALTAVELKA SIS-15

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Les	sor's Disclosure							
(a)	Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):							
	(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).							
	(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.	_ e						
(b)	Records and reports available to the lessor (check (i) or (ii) below):							
	(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).							
	(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.	_						
	see's Acknowledgment (initial)							
• • •	Lessee has received copies of all information listed above.							
(d)	Lessee has received the pamphiet Protect Your Family from Lead in Your Home.							
Ag (e)	Agent's Acknowledgment (initial) (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and							
(C)	is aware of his/her responsibility to ensure compliance.							
Ce	tification of Accuracy							
The	following parties have reviewed the information above and certify, to the best of their knowledge, that information they have provided is true and accurate.	t						
4 5-7	tint=2 1-4-23							
Lec	Date Lessor							
Les	see Date Lesseé , Date							
Āg	ent Date Agent Date							

TSCA Lead-Based Paint Disclosure Rule Inspection Worksheet INDIVIDIVIDUAL LEASE INFORMATION SUMMARY

Instructions: Inspector complete form for even less and delivery										
report. Attachment F. Form may be c	Instructions: Inspector completes form for every lease copied and reviewed. Completed form is included in inspection report, Attachment E. Form may be completed manually or electronically. (Enter all dates as mm/dd/yyyy).									
This form may be printed and come	onipie Notod	ieu	manuai	ly or elect	Onica	ally. (£	nter a	ill dates a	as mm/dd/yyyy).	
This form may be printed and completed in pen, or it may be completed electronically, then printed. If form is completed electronically, print in color.										
	oior.									
Inspector (last name) Brich Inspection Date: 0//10/2023										
1										
Target Housing Unit Information				,						
Name of Apartment Complex, if applicable	l o		12	11						
Street address: 1007 6	4/2	. 5	1. IL	4			Unit	number:	NIA	
City: Harting Stat				ip: 6	890			Built:	1910	
Type of Housing (check one):		R	single			_				
Number of bedrooms (check one):	- - }	٩-	4		or	1 3		ngie unit	in multi-unit building	
Trainber of Bedrooms (check the).					1.9	1 3			_(if more than 3, specify numb	
Tomant Information										
Tenant Information:										
Name of Lessee(s):										
Name of Lessee(s).										
Number of Tenants under the age of 1	8 fat th	e tin	no the less	ennis sew es	u.			7		
Age (or approx. age) of each tenant up	nder 1	R /~	t the time	the lease we		٠,٠	+	7-8		
	-	6		rd (verbal)	s signe			<u> </u>		
Source of information on children's ag	es:	岩			+	<u> </u>	ease a	pplication	☐ lease	
Word any of the leases(a) areasest		ᆜ		(specify)	┿	1		- E-1		
Were any of the lessee(s) pregnant (at	the time	lea	se was sig	ned)?] YE	S L		O Unknown (default)	
1									,	
Lease Information:										
Type of Lease (check one):		\checkmark	Initial			Г			D	
		~					or		Renewal	
Is this a government assisted rental ur							YES		10	
Lease term/ occupancy dates:	F	ron	105/	15/201	·		to	06/0	1/2016	
Date Lessee(s) Signed Lease*	0	7	10.00						,	
	17/	2,,	בעבון	, defectle te						
"If Lessee(s) signed lease but did not dete their s such as "This agreement is made on the 3" day o	ignature of Month	in v	en inis dale vvv*	e derauits to	ne date	e of the	lease a	greement.	Many leases begin with langua	
		<u> </u>								
Disclosure Information:										
		Г		$\overline{}$						
Is there a signed Disclosure Form ?	~	l vi	ES	1				NO		
If YES, provide the following information				signed Di	coloci	ro Eo		INU	1 10 12	
a telephone to to to to to to to to to to to to to		_						0//	05/2013	
	Date Lessor signed Disclosure Form:						01/04/2023			
	Date Agent signed Disclosure Form:									
Was the pamphlet Protect Your Family fr	om Lea				2003) prov	rided t	o lessee'	YES N	
If NO, check all that apply		F	Reduced	l in size						
		1	ncomple	ete (e.g., c	ne or	more	page	s missing	, illustrations removed)	
				poor quali						
				in size/ne						
				edition (c					3),	
	Œ		Other (ex			Wil		01/05	-1-	
	-		, , , , ,					<u> </u>	1000	
Additional Comments/Notes:										

Page 1 of 1

NEBRASKA RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is and between the Lesson.	ntered into this the day of December , 2021 b
and between the Lessor: Faveura Contact	(hereinafter referred to as "Landlord"), and the Lessee(s)
Characina flow well-wall-	•
conditions of this Lease.	All Lessees severally and individually bound by, and liable under, the terms and
For the valuable consideration described but an in-	
covenant, contract and agree as follows:	cy of which is hereby acknowledged, Landlord and Tenant do hereby
 GRANT OF LEASE: Landlord does hereby lease unto 	
Tenant, and Tenant does hereby rent from Landlord, solely for	In compliance with Nebraska Code § 76-1416:
use as a personal residence, excluding all other uses, the	3,01710.
personal residence located in ADAM. County, Nebraska, with address of:	Upon termination of the Lease, property or money held by the
Neuraska, with address of 70% S. Kansas.	landlord as prepaid rent and security may be applied to the
HASTINGS NE 6890	payment of rent and the amount of damages which the
1000	landlord has suffered by reason of the tenant's noncompliance with the Lease agreement. The balance, if
	any, and a written itemization shall be delivered or mailed to
including	the tenant within fourteen days after demand and designation
the following items of personal property:	of the location where payment may be made or mailed.
Appliances,	
	5. RENT PAYMENTS: Tenant agrees to pay rent unto the
	Landlord during the term of this Lease in equal monthly
2. NATURE OF OCCUPANCY: As a special	installments of \$ 800 , said installment for each month being due and payable on or before the 1st day of the
consideration and inducement for the granting of this Lease by	month, the first full rent payment under this Lease being due
the Landlord to the Tenant, the personal residence described	on the 1st day of January 20 22
above shall be used and occupied only by the members of the	
Tenant's family or others whose names and ages are set forth below:	Tenant agrees that if rent is not paid in full on or before the
delow.	day of the month, Tenant will pay a late charge of
	\$ 300 as allowed by applicable Nebraska law. DAYO PER DAY. BACK TO FIRST OF MUNICIPALITY OF
	The prorated rent from the commencement of this Lease to the
	first day of the following month is \$ 400, which
	amount shall be paid at the execution of this Lease.
3. TERM OF LEASE: This Lease shall commence on the day of Dtcmst2. , 202, and extend until	DEC 15th
its expiration on the 20 day of November 2 ,	Tenant agrees that rent shall be paid in lawful money of the
2022, unless renewed or extended pursuant to the terms	United States by (indicate those that apply): Cash, personal check, money order,
herein MUNTIL TO MONTH AFTERWARD.	cashier's check, [] other
4. SECURITY DEPOSIT: Upon execution of this Lease,	Rent payments shall be made payable to
Tenant shall deposit the sum of \$ 900 to be held by	PAVELYA RENTALS. and mailed
Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or	or delivered to the following address:
termination of this Lease, or other reasonable damages	IVIEZNOST HASTINGS. NE LOBO
resulting from a default by Tenant. Tenant shall be liable to	All notices from Tenant to Landlord under this Lease and applicable Nebraska law shall
Landlord for all damages to the leased premises upon the	be delivered to the above address.
termination of this Lease, ordinary wear and tear excepted.	
Tenant is not entitled to interest on the security deposit.	Tenant agrees that rent monies will not be considered paid
Tenant may not apply the security deposit to any rent due	until Landlord or Landlord's agent receives the rent monies,
under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's	either by mail or by delivery to the above address. Tenant
security deposit to the new owner or assignee to hold under	placing rent monies in the mail is not sufficient for rent to be
this Lease, and upon so doing Landlord shall be released from	considered paid, and rent will be considered unpaid until actual receipt thereof.
all liability to Tenant for return of said security deposit.	

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If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

6. CONSEQUENSES OF BREACH BY TENANT: If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

In compliance with Nebraska Code § 76-1431:

In case of such breach, Landlord may deliver a written notice to the Tenant in breach specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied within a reasonable time not in excess of thirty (30) days; and the Lease Agreement shall terminate and the Tenant shall surrender possession as provided in the notice subject to the following:

- (a) If the breach is remediable by repairs, the payment of damages, or otherwise, and the Tenant adequately remedies the breach prior to the date specified in the notice, the Lease Agreement shall not terminate;
- (b) In the absence of a showing of due care by the Tenant, if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the Landlord party may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the Lease Agreement;

If the Lease Agreement is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.

However, if the breach by the Tenant is nonpayment of rent, the Landlord shall not be required to deliver thirty (30) days' written notice as provided above. In such event, the Landlord may serve Tenant with a three (3) day written notice of termination, whereupon the Tenant must pay the unpaid rent in full or surrender possession of the premises by the expiration of the three (3) day notice period.

Furthermore, the Tenant may be terminated with fourteen (14) days notice if the Tenant has committed a substantial violation of the Lease Agreement or applicable law that materially affects health and safety, and the violation is not cured prior to the expiration of the fourteen (14) day notice period.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

7. DELIVERY OF NOTICES: Any giving of notice under this Lease or applicable Nebraska law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant if when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

(indicate those that apply):
[] Electric, [] Gas, [] Telephone, [] Cable Television,
[] Water, [] Garbage pick-up.

Landlord will provide and pay for the following utilities

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

9. NOTICE OF INTENT TO SURRENDER: Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable Nebraska law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Nebraska law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

10. OBLIGATIONS AND DUTIES OF LANDLORD:

In compliance with Nebraska Code § 76-1419,

- 1) The landlord shall:
- (a) Substantially comply, after written or actual notice, with the requirements of the applicable minimum housing codes materially affecting health and safety;
- (b) Make all repairs and do whatever is necessary, after written or actual notice, to put and keep the premises in a fit and habitable condition;
- (c) Keep all common areas of the premises in a clean and safe condition;
- (d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him;
- (e) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal from the appropriate receptacle; and
- (f) Supply running water and reasonable amounts of hot water at all times and reasonable heat except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

11. OBLIGATIONS AND DUTIES OF TENANT:

In compliance with Nebraska Code § 76-1421, Tenant shall:

- (1) Comply with all obligations primarily imposed upon tenants by applicable minimum standards of building and housing codes materially affecting health or safety,
- (2) Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit, and upon termination of the Lease place the dwelling unit in as clean condition, excepting ordinary wear and tear, as when the Lease commenced;

- (3) Dispose from his dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner,
- (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- (5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators in the premises;
- (6) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
- (7) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises; and
- (8) Abide by all bylaws, covenants, rules or regulations of any applicable condominium regime, cooperative housing agreement, or neighborhood association not inconsistent with landlord's rights or duties.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

- 12. NO ASSIGNMENT: Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.
- 13. TENANT INSURANCE: Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.
- 14. CONDITION OF LEASED PREMISES: Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable Nebraska law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any

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resulting repairs at the same time and in addition to the next month's reint payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and sightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

- 15. ALTERATIONS: Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.
- or suffer any acts or omissions contrary to law or ordinance to be carried on upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises-whether known or unknown to Tenant.
- 17. NOTICE OF INJURIES: In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.
- 18. LANDLORD'S RIGHT TO MORTGAGE: Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney

for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

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- 19. DELAY IN REPAIRS: Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlords control, there shall be no effect on the obligations of Tenant under this Lease.
- 20. ABANDONMENT: Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid-whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Nebraska law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Nebraska law, and terminate this Lease without notice to Tenant.
- 21. NOTICE OF ABSENCE FROM PREMISES: If Tenant is to be absent from the leased premises for seven (7) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here:

Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.

- 22. POSSESSION OF PREMISES: Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant.
- 23. DELAY OF POSSESSION: Tenant expressly agrees that if by reason of the premises being unready for occupancy, or by reason of the previous tenant or occupant of the dwelling holding over, or as a result of any other cause whatsoever, Tenant is unable to enter and occupy the premises, Landlord shall not be liable to Tenant in damages, but shall abate the rent for the period in which the Tenant is unable to occupy the premises.
- 24. MATERIALITY OF APPLICATION TO RENT: All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said

Application, Landlord may deem Tenant to be in breach of this Lease.

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- 25. MODIFICATION OF THIS LEASE: Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.
- 26. REMEDIES NOT EXCLUSIVE: The remedies and nights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Nebraska law.
- 27. SEVERABILITY: If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.
- 28. NO WAIVER: The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.
- 29. ATTORNEY FEES: In the event that Landlord employees an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby.
- 30. HEIRS AND ASSIGNS: It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.
- 31. DESTRUCTION OF PREMISES: In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the

control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

Children to the first the same of the

- 32. EMINENT DOMAIN: In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.
- 33. LANDLORD ENTRY AND LIEN: In addition to the rights provided by applicable Nebraska law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premised or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.
- 34. GOVERNING LAW: This Lease is governed by the statutory and case law of the State of Nebraska.

35. ADDITIONAL PROVISIONS:
- NO SMOKING THSIDE.
· No PETS.
I TEMANT REPORTIBLE FOR LOWN MUNING AND SNOW REMOVAL
· No GARRIGE OF CHILER TO ACCUMULATE ENSIDE OF OUTSIDE of the HOME.
PENANT IS PESPONSICHE FOR

TENANT
LANOLORD 1242

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Les	sor's Disclosure						
(a)	Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):						
	(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).						
	(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.						
(b)	Records and reports available to the lessor (check (i) or (ii) below):						
	 (i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). 						
	(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.						
Les	see's Acknowledgment (initial)						
(c)	Lessee has received copies of all information listed above.						
(d)	Lessee has received the pamphlet Protect Your Family from Lead in Your Home.						
A	made A almost and a description (in the first term)						
_	nt's Acknowledgment (initial)						
(e)	Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.						
Cert	ification of Accuracy						
The	following parties have reviewed the information above and certify, to the best of their knowledge, that information they have provided is true and accurate.						
٠	1-4-23						
loss	Lessor Date						
Less	ee Date Lessee Date						
Ager	Date Agent Date						

TSCA Lead-Based Paint Disclosure Rule Inspection Worksheet INDIVIDIVIDUAL LEASE INFORMATION SUMMARY

Instructions: Inspector completes form for every lease copied and reviewed. Completed form is included in inspection						
i roport, Attachment E. I omi may be completed manually of electronically. (Enter all dates as model as a sil-						
This form may be printed and completed in pen, or it may be completed electronically, then printed. If form is completed electronically, print in color.						
Inspector (lost seems)						
mapacier (last hame)	.100	inspection	on Date	e: 0	1/10/2033	
Target Housing Unit Information						
Name of Apartment Complex, if applicat						
Street address: 708 S				number:	NIA	
City: Harling Stat		58901		Built:	1942	
Type of Housing (check one): Number of bedrooms (check one):	single family	or O l a	□sir	igle unit i	n multi-unit building	
Transport of bearbonis (check the):	1211 14812	□ 3		L	(if more than 3, specify number)	
Tenant Information:	-					
Name of Lessee(s):						
Number of Tenants under the age of 1	18 (at the time the lease was sign	ned):		7		
Age (or approx. age) of each tenant up	nder 18 (al _e the time the lease v	vas signed):		501	2 6	
Source of information on children's ag	les: Iandlord (verba)	ease ap	plication	lease	
	other (specify)					
Were any of the lessee(s) pregnant (at	I the time lease was signed)?		ES		Unknown (default)	
Lease Information:						
Type of Lease (check one):	(nitial		or		Renewal	
Is this a government assisted rental ur	nit? (e.g., Section 8/HUD)		YES	TV N	0	
Lease term/ occupancy dates:	From # 12-1041	2021	to		0/2022	
Date Lessee(s) Signed Lease*	@12/09/2021			•		
"If Lessee(s) signed lease but did not date their s such as "This agreement is made on the 3" day o	ignature, then this date defaults t of Month in yyyy"	o the date of the	lease ag	greement. I	Many leases begin with language	
Disclosure Information:						
Section in the sectio			1			
Is there a signed Disclosure Form?	YES YES			NO		
If YES, provide the following information	Date Lessee(s) signed I			01/09	12023	
	Date Lessor signed Disc			01/04	12023	
	Date Agent signed Disc	osure Form:			IA	
NA - H					.,	
Was the pamphlet Protect Your Family fr If NO, check all that apply	rom Lead in Your Home (Jur	ie 2003) pro	vided to	lessee?	YES NO	
II NO, Check all that apply		ODE OF MORE	nages	missina	, illustrations removed)	
	☐ Illegible poor qua	lity copy /rea	adable	missing	, musiranons removed)	
	☐ Enlarged in size/	not in pampl	nlet for	n		
	☐ Incorrect edition	(current vers	ion is J	lune, 200;	3)	
	Other (explain)	PROVI	125	01/04/	2013	
Additional Comments/Notes:	,			•		

This Residential Lease Agreement (hereinafter "Lease") is en	attered into this the 23 day of 1710 20 22 to
and between the Lessor Parking Polaries	ferred to as "Landlord"), and the Lessee(s
(harainafter referred to	1 *** ***
conditions of this Lease.	All Lessees severally und maividually bound by, and liable under, the terms and
to and the second	•
For the valuable consideration described below, the sufficience	ry of which is hereby acknowledged, Landlord and Tenant do hereby
covenant, contract and agree as follows:	y of which is hereby acknowledged, Landford and Tenant do hereby
1. GRANT OF LEASE: Landlord does hereby lease unto	
Tenant, and Tenant does hereby rent from Landlord, solely for	In compliance with Nebraska Code § 76-1416:
use as a personal residence, excluding all other uses, the	in comprisince with Nebraska Code § 76-1416.
personal residence located in ADAM County,	Upon termination of the Lease, property or money held by the
Nebraska, with address of:	landlord as prepaid rent and security may be applied to the
814 E 5+L	payment of rent and the amount of damages which the
HASTINGS NE LOSAL	landlord has suffered by reason of the tenant's
	noncompliance with the Lease agreement. The balance, if
	any, and a written itemization shall be delivered or mailed to
including	the tenant within fourteen days after demand and designation
the following items of personal property:	of the location where payment may be made or mailed.
Appliances.	The state of mariety
	5. RENT PAYMENTS: Tenant agrees to pay rent unto the
	Landlord during the term of this Lease in equal monthly
NAMED TO COMPANY AND COMPANY	installments of \$ 790 said installment for each
2. NATURE OF OCCUPANCY: As a special	month being due and payable on or before the 1st day of the
consideration and inducement for the granting of this Lease by	month, the first full rent payment under this Lease being due
the Landlord to the Tenant, the personal residence described	on the 1st day of July 2028
bove shall be used and occupied only by the members of the	
enant's family or others whose names and ages are set forth	Tenant agrees that if rent is not paid in full on or before the
aow.	day of the month, Tenant will pay a late charge of
	\$ 300 as allowed by applicable Nebraska law.
	TER DAY, BACK TO (OF MONTH UNTIL FOR
	The prorated rent from the commencement of this Lease to the
	first day of the following month is \$ 395, which
TERM OF LEASE: This Lease shall commence on the	amount shall be paid at the execution of this Lease.
2022 and extend until	Toward a way of a 1 Wi
expiration on the 30 day of June,	Tenant agrees that rent shall be paid in lawful money of the
23, unless renewed or extended pursuant to the terms	United States by (indicate those that apply):
TREIT MONTH TO MONTH ATTERWARD.	Cash, Spersonal check, Smoney order, 54
	cashier's check, [] other
SECURITY DEPOSIT: Upon execution of this Lease,	Rent payments shall be made payable to
mant shall deposit the sum of \$.790 to be held by	103
adlord as a security deposit for reasonable cleaning of, and	or delivered to the following address:
air of damages to, the premises upon the expiration or	11.1 15 10.45 -7 11 1
mination of this Lease, or other reasonable damages	All notices from Tenant to
ulting from a default by Tenant. Tenant shall be liable to	Landlord under this Lease and applicable Nebraska law shall
adlord for all damages to the leased premises upon the	be delivered to the above address.
mination of this Lease, ordinary wear and tear excepted.	as and above address.
ant is not entitled to interest on the security deposit.	Tenant agrees that rent monies will not be considered paid
ant may not apply the security deposit to any rent due	until Landlord or Landlord's agent receives the rent monies,
er this Lease. If Landlord sells or assigns the leased	either by mail or by delivery to the above address. Tenant
mises, Landlord shall have the right to transfer Tenant's	placing rent monies in the mail is not sufficient for rent to be
urity deposit to the new owner or assignee to hold under	considered paid, and rent will be considered unpaid until
Lease, and upon so doing Landlord shall be released from	actual receipt thereof.
liability to Tenant for return of said security deposit	*

all

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

6. CONSEQUENSES OF BREACH BY TENANT: If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

In compliance with Nebraska Code § 76-1431:

In case of such breach, Landlord may deliver a written notice to the Tenant in breach specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied within a reasonable time not in excess of thirty (30) days; and the Lease Agreement shall terminate and the Tenant shall surrender possession as provided in the notice subject to the following:

- (a) If the breach is remediable by repairs, the payment of damages, or otherwise, and the Tenaut adequately remedies the breach prior to the date specified in the notice, the Lease Agreement shall not terminate;
- (b) In the absence of a showing of due care by the Tenant, if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the Landlord party may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the Lease Agreement;

If the Lease Agreement is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.

However, if the breach by the Tenant is nonpayment of rent, the Landlord shall not be required to deliver thirty (30) days' written notice as provided above. In such event, the Landlord may serve Tenant with a three (3) day written notice of termination, whereupon the Tenant must pay the unpaid rent in full or surrender possession of the premises by the expiration of the three (3) day notice period.

Furthermore, the Tenant may be terminated with fourteen (14) days notice if the Tenant has committed a substantial violation of the Lease Agreement or applicable law that materially affects health and safety, and the violation is not cured prior to the expiration of the fourteen (14) day notice period.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

7. **DELIVERY OF NOTICES:** Any giving of notice under this Lease or applicable Nebraska law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant if when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

8. UTILITIES: Tenant will provide and pay for the following utilities (indicate those that apply):

[] **Cable Television**
[] **Water**

[] **Garbage pick-up.

_	andioid will provide and pay for the following unliftes
(i	ndicate those that apply):
	[] Electric, [] Gas, [] Telephone, [] Cable Television
I] Water, [] Garbage pick-up.

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

9. NOTICE OF INTENT TO SURRENDER: Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable Nebraska law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Nebraska law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

10. OBLIGATIONS AND DUTIES OF LANDLORD:

In compliance with Nebraska Code § 76-1419.

- 1) The landlord shall:
- (a) Substantially comply, after written or actual notice, with the requirements of the applicable minimum housing codes materially affecting health and safety;
- (b) Make all repairs and do whatever is necessary, after written or actual notice, to put and keep the premises in a fit and habitable condition;
- (c) Keep all common areas of the premises in a clean and safe condition;
- (d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him;
- (e) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal from the appropriate receptacle; and
- (f) Supply running water and reasonable amounts of hot water at all times and reasonable heat except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

11. OBLIGATIONS AND DUTIES OF TENANT:

In compliance with Nebraska Code § 76-1421, Tenant shall:

- (1) Comply with all obligations primarily imposed upon tenants by applicable minimum standards of building and housing codes materially affecting health or safety;
- (2) Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit, and upon termination of the Lease place the dwelling unit in as clean condition, excepting ordinary wear and tear, as when the Lease commenced;

- (3) Dispose from his dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner,
- (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- (5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators in the premises;
- (6) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
- (7) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises; and
- (8) Abide by all bylaws, covenants, rules or regulations of any applicable condominium regime, cooperative housing agreement, or neighborhood association not inconsistent with landlord's rights or duties.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

- 12. NO ASSIGNMENT: Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.
- 13. TENANT INSURANCE: Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.
- hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable Nebraska law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any

resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and sightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

i.a. Serri Forie, Jas.

- 15. ALTERATIONS: Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.
- or suffer any acts or omissions contrary to law or ordinance to be carried on upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises- whether known or unknown to Tenant.
- 17. NOTICE OF INJURIES: In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.
- 18. LANDLORD'S RIGHT TO MORTGAGE: Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney

for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

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- 19. DELAY IN REPAIRS: Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlords control, there shall be no effect on the obligations of Tenant under this Lease.
- 20. ABANDONMENT: Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid- whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Nebraska law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Nebraska law, and terminate this Lease without notice to Tenant.
- 21. NOTICE OF ABSENCE FROM PREMISES: If Tenant is to be absent from the leased premises for seven (7) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here:

Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.

- 22. POSSESSION OF PREMISES: Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in fill and the premises designated for lease is vacated by the prior tenant.
- 23. DELAY OF POSSESSION: Tenant expressly agrees that if by reason of the premises being unready for occupancy, or by reason of the previous tenant or occupant of the dwelling holding over, or as a result of any other cause whatsoever, Tenant is unable to enter and occupy the premises, Landlord shall not be liable to Tenant in damages, but shall abate the rent for the period in which the Tenant is unable to occupy the premises.
- 24. MATERIALITY OF APPLICATION TO RENT: All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said

oplication, Landlord may deem Tenant to be in breach of this Lease.

25. MODIFICATION OF THIS LEASE: Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.

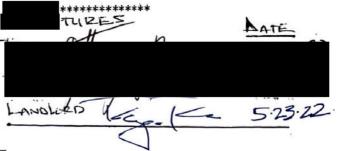
- 26. REMEDIES NOT EXCLUSIVE: The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Nebraska law.
- 27. SEVERABILITY: If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.
- 28. NO WAIVER: The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.
- 29. ATTORNEY FEES: In the event that Landlord employees an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby.
- 30. HEIRS AND ASSIGNS: It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.
- 31. DESTRUCTION OF PREMISES: In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the

control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

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- 32. EMINENT DOMAIN: In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.
- 33. LANDLORD ENTRY AND LIEN: In addition to the rights provided by applicable Nebraska law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premised or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.
- 34. GOVERNING LAW: This Lease is governed by the statutory and case law of the State of Nebraska.

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Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint H	azards
g Statement	

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Les	sor's Dis	closure				
(a)	Presence	e of lead-based paint	t and/or lead-ba	sed paint hazards	(check (i) or (ii) below):	
	(i)	Known lead-based (explain).	paint and/or lea	ad-based paint haz	ards are present in the housing	
	(ii) <u>×</u>	Lessor has no know housing.	vledge of lead-b	pased paint and/or	lead-based paint hazards in the	
(b)	Records	and reports available	e to the lessor ((check (i) or (ii) belo	ow):	
	(1)	Lessor has provided lead-based paint ar below).	I the lessee with nd/or lead-based	n all available record I paint hazards in t	rds and reports pertaining to the housing (list documents	
	(ii) <u>×</u>	Lessor has no repor paint hazards in the	rts or records pe e housing.	ertaining to lead-ba	sed paint and/or lead-based	
	_	nowledgment (initia	•			
(c)	AD KP	Lessee has received	copies of all in	formation listed ab	ove.	
(d)	AD KP	Lessee has received	the pamphlet F	Protect Your Family f	rom Lead in Your Home.	
Age	ent's Ackr	nowledgment (initial)			
(e)		Agent has informed is aware of his/her	I the lessor of the responsibility to	ne lessor's obilgation ensure compliance	ons under 42 U.S.C. 4852(d) and e.	
Cer	tification	of Accuracy				
		parties have reviewed in they have provided			the best of their knowledge, that	
	Va	1-2 10	123	-		
Less	ee O	•	Date	Lessee	Date	
Agei	nt		Date	Agent	Date	

TSCA Lead-Based Paint Disclosure Rule Inspection Worksheet INDIVIDIVIDUAL LEASE INFORMATION SUMMARY

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Instructions: Inspector completes for	ii ior ever	ry lease	copied and	revi	ewed.	Com	pleted fo	orm is inc	luded in	inspection
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Inspector (last name)	.h			Insp	ectio	n Dat	e: 0/	101	1023	
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Number of bedrooms (check one):		1	V 2		3					ify number)
			,							
Tenant Information:										
Name of Lessee(s):										
` '										
Number of Tenants under the age of 1	8 (at the tir	me the leas	se was signed):			$\overline{}$			
Age (or approx. age) of each tenant u					d):		_	2_		
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Were any of the lessee(s) pregnant (al	the time lea	ase was sig	gned)?	<u>l L </u>) YE	S			Unknowr	1 (default)
Lease Information:										
Type of Lease 44	~/	T					T =			
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Is this a government assisted rental un	nit? (e.g.,	Section	8/HUD)			YES		VO		
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Date Lessee(s) Signed Lease*	010	7/20	2							
"If Lessee(s) signed lease but did not date their s	ignature, the	en this dat	e defaults to th	e date	of the	lease a	greement.	Many lease	s begin wil	lh language
such as "This agreement is made on the 3" day of	of Month in y	уууу"								
Disclosure Information:										
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	Date Ag	gent sigr	red Disclos	ure F	orm:			N/A		
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Additional Comments/Notes:										

pent email 01/11/2023

Page 1 of 1

NEBRASKA RESIDENTIAL LEASE AGREEMENT

1 Jan Jan Jan

This Residential Lease Agreement (hereinafter "Lease") is en	ntered into this the 3 day of Octorste 20 22
and between the Lessor: Parties Rentals	(hereinafter referred to as "Landlord"), and the Less
· · · · · · · · · · · · · · · · · · ·	A 71 T
conditions of this Lease.	severally and individually bound by, and liable under, the terms a
conditions of this Lease.	
For the valuable consideration described below, the sufficience	cy of which is hereby acknowledged, Landlord and Tenant do he
covenant, contract and agree as follows:	y or which is necessy acknowledged, Landford and Tenant do her
1. GRANT OF LEASE: Landlord does hereby lease unto	
Tenant, and Tenant does hereby rent from Landlord, solely for	In compliance with Nebraska Code § 76-1416:
use as a personal residence, excluding all other uses, the	
personal residence located in ADAMS County,	Upon termination of the Lease, property or money held by
Nebraska, with address of:	landlord as prepaid rent and security may be applied to the
2422 W 4-	payment of rent and the amount of damages which the
HASTINGS. NE 68901	landlord has suffered by reason of the tenant's
	noncompliance with the Lease agreement. The halance
	any, and a written itemization shall be delivered or mailed
including	the tenant within fourteen days after demand and designate
he following items of personal property:	of the location where payment may be made or mailed.
APPLIANCES:	
	5. RENT PAYMENTS: Tenant agrees to pay rent unto the
	Landlord during the term of this Lease in equal monthly
NATED A COURT AND A	installments of \$ 800 , said installment for each
NATURE OF OCCUPANCY: As a special	month being due and payable on or before the 1st day of the
onsideration and inducement for the granting of this Lease by he Landlord to the Tenant, the personal residence described	month, the first full rent payment under this Lease being du
bove shall be used and occupied only by the members of the	on the 1st day of DECEMBER 2022
enant's family or others whose names and ages are set forth	Toward agreed at it and it are
elow.	Tenant agrees that if rent is not paid in full on or before the
	5 day of the month, Tenant will pay a late charge of \$ 300 as allowed by applicable Nebraska law.
	PEZ DAY. BACK to 15% of MUNTIL GUTTLEAD IN .
	The prorated rent from the commencement of this Lease to
	first day of the following month is \$ 400, which
	amount shall be paid at the execution of this Lease.
TERM OF LEASE: This Lease shall commence on the	The state of the s
day of ObvemBER , 2022 and extend until	Tenant agrees that rent shall be paid in lawful money of the
expiration on the 302 day of November	United States by (indicate those that apply):
23, unless renewed or extended pursuant to the terms	Leash, [Spersonal check, Money order, []
rein MONTH to MONTH AFTERWARD	cashier's check, [] other ZEILE.
CECHDITY DEDOCTO The control of the	Design to the second se
SECURITY DEPOSIT: Upon execution of this Lease, nant shall deposit the sum of \$ \$\text{QCC} \tag{CC} \tag{to be held by}	Rent payments shall be made payable to
nant shall deposit the sum of \$ _ QCC> to be held by addord as a security deposit for reasonable cleaning of, and	TAVERED FINANCE and mailer
air of damages to, the premises upon the expiration or	or delivered to the following address: 101 E 25 St. Hastings, NE 6890
nination of this Lease, or other reasonable damages	All notices from Tenant to
ulting from a default by Tenant. Tenant shall be liable to	Landlord under this Lease and applicable Nebraska law shall
dlord for all damages to the leased premises upon the	be delivered to the above address.
nination of this Lease, ordinary wear and tear excepted.	or delivered to the above audiess.
ant is not entitled to interest on the security deposit.	Tenant agrees that rent monies will not be considered paid
and may not apply the security deposit to any rent due	until Landlord or Landlord's agent receives the rent monies.
er this Lease. If Landlord sells or assigns the leased	either by mail or by delivery to the above address. Tenant
mises, Landlord shall have the right to transfer Tenant's	placing rent monies in the mail is not sufficient for rent to be
nity deposit to the new owner or assignee to hold under	considered paid, and rent will be considered unpaid until
Lease, and upon so doing Landlord shall be released from	actual receipt thereof
iability to Tenant for return of said security deposit.	

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If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

6. CONSEQUENSES OF BREACH BY TENANT: If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

In compliance with Nebraska Code § 76-1431:

In case of such breach, Landlord may deliver a written notice to the Tenant in breach specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied within a reasonable time not in excess of thirty (30) days; and the Lease Agreement shall terminate and the Tenant shall surrender possession as provided in the notice subject to the following:

- (a) If the breach is remediable by repairs, the payment of damages, or otherwise, and the Tenant adequately remedies the breach prior to the date specified in the notice, the Lease Agreement shall not terminate;
- (b) In the absence of a showing of due care by the Tenant, if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the Landlord party may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the Lease Agreement;

If the Lease Agreement is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.

However, if the breach by the Tenant is nonpayment of rent, the Landlord shall not be required to deliver thirty (30) days' written notice as provided above. In such event, the Landlord may serve Tenant with a three (3) day written notice of termination, whereupon the Tenant must pay the unpaid rent in full or surrender possession of the premises by the expiration of the three (3) day notice period.

Furthermore, the Tenant may be terminated with fourteen (14) days notice if the Tenant has committed a substantial violation of the Lease Agreement or applicable law that materially affects health and safety, and the violation is not cured prior to the expiration of the fourteen (14) day notice period.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

7. DELIVERY OF NOTICES: Any giving of notice under this Lease or applicable Nebraska law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant if when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

8. UTILITIES: Tenant will provide and pay for the following utilities (indicate those that apply):

[**Telephone*, **Telephone*,
Landlord will provide as	nd pay for the following utilities
(indicate those that appl	y): ,
[] Electric, [] Gas, [[] Telephone, [] Cable Television
[] Water, [] Garbage	

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

9. NOTICE OF INTENT TO SURRENDER: Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable Nebraska law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Nebraska law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

10. OBLIGATIONS AND DUTIES OF LANDLORD:

In compliance with Nebraska Code § 76-1419,

- 1) The landlord shall:
- (a) Substantially comply, after written or actual notice, with the requirements of the applicable minimum housing codes materially affecting health and safety;
- (b) Make all repairs and do whatever is necessary, after written or actual notice, to put and keep the premises in a fit and habitable condition;
- (c) Keep all common areas of the premises in a clean and safe condition;
- (d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him;
- (e) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal from the appropriate receptacle; and
- (f) Supply running water and reasonable amounts of hot water at all times and reasonable heat except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

11. OBLIGATIONS AND DUTIES OF TENANT:

In compliance with Nebraska Code § 76-1421, Tenant shall:

- (1) Comply with all obligations primarily imposed upon tenants by applicable minimum standards of building and housing codes materially affecting health or safety,
- (2) Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit, and upon termination of the Lease place the dwelling unit in as clean condition, excepting ordinary wear and tear, as when the Lease commenced;

(3) Dispose from his dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner.

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- (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- (5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators in the premises;
- (6) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
- (7) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises; and
- (8) Abide by all bylaws, covenants, rules or regulations of any applicable condominium regime, cooperative housing agreement, or neighborhood association not inconsistent with landlord's rights or duties.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

- 12. NO ASSIGNMENT: Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.
- 13. TENANT INSURANCE: Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.
- hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable Nebraska law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any

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resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and sightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

- 15. ALTERATIONS: Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.
- 16. NO ILLEGAL USE: Tenant shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried on upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises-whether known or unknown to Tenant.
- 17. NOTICE OF INJURIES: In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.
- 18. LANDLORD'S RIGHT TO MORTGAGE: Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney

for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

- 19. DELAY IN REPAIRS: Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlords control, there shall be no effect on the obligations of Tenant under this Lease.
- 20. ABANDONMENT: Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid-whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Nebraska law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Nebraska law, and terminate this Lease without notice to Tenant.
- 21. NOTICE OF ABSENCE FROM PREMISES: If Tenant is to be absent from the leased premises for seven (7) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here:

Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.

- 22. POSSESSION OF PREMISES: Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant.
- 23. DELAY OF POSSESSION: Tenant expressly agrees that if by reason of the premises being unready for occupancy, or by reason of the previous tenant or occupant of the dwelling holding over, or as a result of any other cause whatsoever, Tenant is unable to enter and occupy the premises, Landlord shall not be liable to Tenant in damages, but shall abate the rent for the period in which the Tenant is unable to occupy the premises.
- 24. MATERIALITY OF APPLICATION TO RENT: All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said

Application, Landlord may deem Tenant to be in breach of this Lease.

- 25. MODIFICATION OF THIS LEASE: Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.
- 26. REMEDIES NOT EXCLUSIVE: The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Nebraska law.
- 27. SEVERABILITY: If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.
- 28. NO WAIVER: The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.
- 29. ATTORNEY FEES: In the event that Landlord employees an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby.
- 30. HEIRS AND ASSIGNS: It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.
- 31. DESTRUCTION OF PREMISES: In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the

control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

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- 32. EMINENT DOMAIN: In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.
- 33. LANDLORD ENTRY AND LIEN: In addition to the rights provided by applicable Nebraska law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premised or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.
- 34. GOVERNING LAW: This Lease is governed by the statutory and case law of the State of Nebraska.

35. ADDITIONAL PROVISIONS:
- NO PETS
, NO SMOKING INSIDE
, TENANTS RESPONSIBLE FOR LAWN
CAIZE AND SNOW REMOVAL
- No GARRAGE OR CLUTER TO ACCUMULATE
INSIDE OR OUTSIDE HONE
THE COURT PART
A AMERICA DISTINCT
" NO NOISE DISTURBANCES_
TENANT RESPONSIBLE FOR RONTERS
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Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Les	ssor's Disclosure
(a)	Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
	(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
	(II) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the
(b)	nousing.
(0)	Records and reports available to the lessor (check (i) or (ii) below):
	(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
	(ii) A Lessor has no reports or records neglected to be 11
	(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
Les	see's Acknowledgment (initial)
(c)(Lessee has received copies of all information listed above.
(d) (Lessee has received the pamphlet Protect Your Family from Lead in Your Home.
	nt's Acknowledgment (initial)
(e) .	Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.
Cert	ification of Accuracy
The the i	following parties have reviewed the information above and certify, to the best of their knowledge, that nformation they have provided is true and accurate.
55. C. 1	1-4-23
L/	
Lesse	1-4-23
Ager	Date Agent Date

TSCA Lead-Based Paint Disclosure Rule Inspection Worksheet INDIVIDIVIDUAL LEASE INFORMATION SUMMARY

Instructions: Inspector completes form for every lease copied and reviewed. Completed form is included in inspection									
report Attachment E. Form may be	m for e	very le	ase copied and	revi	ewed.	Com	pleted fo	orm is included in	n inspection
report, Attachment E. Form may be	omple	ted ma	nually or electi	onica	illy. <i>(E</i>	nter a	il dates a	as mm/dd/yyyy).	
This form may be printed and completed in pen, or it may be completed electronically, then printed. If form in									
Completed electronically, print in color.									
Inspector (last name)	<u>u_</u>			Insp	ectio	n Date	e: 0	1 / 10/2027	>
1								,	
Target Housing Unit Information	<u>n:</u>								
Name of Apartment Complex, if application	ole		1.10						
Street address: 2422	19	W	4/2015	-		Unit	nimbor.	1/1/1	
	The state of the s								
Type of Housing (check one):					-			175 /	
Number of bedrooms (check one):		A SII	ngle family 2	or		_ ∐ SII	igle unit	in multi-unit buil	ding
Trainber of Beardonn's (Check One):		7 1 1		┸┖] 3			_(if more than 3, sp	ecify number)
Tenant Information:									
				_					-
Name of Lessee(s):									
Number of Tenants under the age of	18 (at th	e time the	e lease was signed):			1		
Age (or approx. age) of each tenant u	nder 1	8 (at j he	time the lease was	signe	d):		-	OR5	
Source of information on children's ag		Ď X la	ndlord (verbal)	\Box		ease ap	plication	☐ lease	
	<u></u> .		her (specify)	\Box					
Were any of the lessee(s) pregnant (a	the time	lease w	as signed)?		YE	S		O DK Unknov	VD (default)
								- Tap Gilloro	VII (Ueleally
Lease Information:									
Type of Lease (check one):			tial			or		Renewal	
Is this a government assisted rental u	nit? (e.	g., Sec				YES	D4	NO.	
Lease term/ occupancy dates:	F	rom	1/5/202	<u>-</u>		to	111-	30/2023	
Date Lessee(s) Signed Lease*	10	1/3/	12022					20,20	
"If Lessee(s) signed lease but did not date their s such as "This agreement is made on the 3" day	ignature	then this	s date defaults to t	ne date	of the	lease ag	preement.	Many leases begin t	vith language
soon as this agreement is made on the 3" day	JI MOILLI	иг уууу							
Disclosure Information:									
							-		
Is there a signed Disclosure Form?	20	YES	1				NO /	,	
If YES, provide the following information	Date	Lesse	e(s) signed Dis	closu	re Fo	m:	01/1	14/2023	
			signed Disclo				21/10	- /	
	Date Lessor signed Disclosure Form: 0104/3023 Date Agent signed Disclosure Form: 0104/3023								
	Duto	rigent	aigilea Diacioa	4101	OIIII.			<i>~/11</i>	
Was the namphlet Bratest Vous 5	om ! = -	od In Ve	us Home / live =	2000	\ ====	ا الماما	Jan) Ph/ v==	101::-
Was the pamphlet Protect Your Family fi If NO, check all that apply				2003) prov	idea to	lessee	? [17] YES	□ NO
ii NO, check all that apply	무		ced in size						
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Addistance							,		
Additional Comments/Notes:									

NEBRASKA RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (persinafter "Lease") is entared into this the 22 day of provided and the theory and the Lease (hereinafter referred to see Landlord'), and the Lease (hereinafter referred to see Landlord'), and the Lease (hereinafter referred to see Landlord'), and the Lease (hereinafter referred to see Landlord'), and the Lease (hereinafter referred to see Landlord'), and the Lease (conditions of this Lease. For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows: I GRANT OF LEASE: Landlord does hereby lease unto Tenant, and Tenant does hereby lease unto Tenant, and Tenant does hereby reason are sidence, excluding all other uses, the personal residence, excluding all other uses, the personal residence, excluding all other uses, the Lease (hereby Lease) including the following items of personal property: 2. NATURE OF OCCUPANCY: As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below: 2. NATURE OF OCCUPANCY: As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others which are the landlord than the tenant within fourteen days after demand and designation of the location of the location where payment may be made or month being due and payable on a below the propriet may be made or month being due and payable on a below the members of the tenant within fourteen days after demand and designation of the location o	This Residential Lease Agreement (hereinafter "Lease") is e	intered into this the 23 day of SEPTEMBEE 2022 1
(hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows: 1. GRANT OF LEASE: Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for uses as a personal residence, excluding all other uses, the personal residence located in Atalys. County, Nebraska, with address of: 1. The following items of personal property: 2. NATURE OF OCCUPANCY: As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Lease in equal monthly installment of the stand to the tenant within fourteen days after demand and designation of the location where payment may be made or mailed. 5. RENT PAYMENTS: Tenant agrees to pay rent unto the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Lease in equal monthly installment of the stand to the tenant within fourteen days after demand and designation of the location where payment may be made or mailed. 5. RENT PAYMENTS: Tenant agrees to pay rent unto the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Lease of the stand of the location where payment may be made or mailed. 5. RENT PAYMENTS: Tenant agrees to pay rent unto the Landlord during the term of this Lease to pay rent unto the Landlord during the term of this Lease to pay rent unto the Landlord thing the term of this Lease to the tenants of the location where payment may be made or mailed. 5. RENT PAYMENTS: Tenant all pay a late charge of the location of the location where payment may be made or mailed. 5. RENT PAYMENTS: Tenant all pay a late charge of the locati	and between the Lesson. Toutful Zontaic	(hereinafter referred to as "Landlord"), and the Lesser's
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1. CRANT OF LEASE: Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence located in ADAMS. County, Nebraska, with address of 1710 W 5 14 14 20 10 10 10 10 10 10 10 10 10 10 10 10 10	committees of this Dease.	
1. CRANT OF LEASE: Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence located in ADAMS. County, Nebraska, with address of 1710 W 5th Lease that the following items of personal property. 1. CRANT OF LEASE: Landlord does hereby rent from Landlord solely for use as a personal residence located in ADAMS. County, Nebraska, with address of 1710 W 5th Lease that the tenant in the granting all other uses, the Landlord as prepaid rent and security may be applied to the payment of rent and the amount of damages which the landlord has suffered by reason of the tenant; and the amount the tenant in the tenant in the personal property. 2. NATURE OF OCCUPANCY: As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below. 3. TERM OF LEASE: This Lease shall commence on the color. 3. TERM OF LEASE: This Lease shall commence on the color. 4. TERM OF LEASE: This Lease shall commence on the commencent of this Lease that if rent is not paid in full on or before the lease of property. 4. TERM OF LEASE: This Lease shall commence on the commencent of this Lease to the second of the lease of property. 5. TERM OF LEASE: This Lease shall commence on the commencent of this Lease of the lease of property. 5. TERM OF LEASE: This Lease shall commence on the commencent of this Lease of the lease of property. 5. TERM OF LEASE: This Lease shall commence on the commencent of this Lease of the lease of property. 6. TERM OF LEASE: This Lease shall commence on the commencent of this Lease of the lease of property. 6. TERM OF LEASE: This Lease shall commence on the commencent of this Lease of the lease of property. 6. TERM OF LEASE: This Lease shall commence on the commencent of this Lease of the lease of property. 6. Tenant agrees that rent shall be paid in lawful mon	For the valuable consideration described below the sufficient	or of which is boule at the second
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Tenant and Tenant does hereby rent from Landlord, solely for uses as a personal residence located in ADAMS County, Nebraska, with address of: ATION 5 COUNTY, Nebraska, with address of: ATION 5 COUNTY, Nebraska, with address of: ATION 5 COUNTY, Nebraska, with address of: ATION 5 COUNTY, Nebraska, with address of: ATION 5 COUNTY, Nebraska, with address of: ATION 5 COUNTY, Nebraska, with address of: ATION 5 COUNTY, Nebraska, with address of: ATION 5 COUNTY, Nebraska, with address of: In compliance with Nebraska Code § 76-1416: Upon termination of the Lease, property or money held by the landlord as prepaid rent and security may be applied to the landlord and seprend rent and the amount of damages which the landlord has suffered by reason of the tenant's monomphiance with the Lease agreement. The balance, if any, and a written itemization shall be delivered or mailed to the tenant within fourteen days after demand and designation of the Lease in equal monthly installments of \$ 7500 and extend during the term of this Lease in equal monthly installments of \$ 7500 and extend until security of the following and payable on or before the landlord during the term of this Lease in equal monthly installments of \$ 7500 and extend until security of the following and payable on or before the landlord during the term of this Lease in equal monthly installments of \$ 7500 and extend until security of the following and payable on or before the landlord during the term of this Lease in equal monthly installments of \$ 7500 and extend until security of the following and payable on or before the landlord during the term of this Lease in equal monthly installments of \$ 7500 and installment for each month, the first full rent payment may be made or mailed to the tenant within fourteen days after demand and designation on the stand of the first and payable on or before the landlord during the term of this Lease in equal monthly installments of \$ 7500 and installment for each month, the first full rent payment may be made or hel	1. GRANT OF LEASE: Landlord does hereby lease unto	
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payment of rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with the Lease agreement. The balance, if any, and a written itemization shall be delivered or mailed to the tenant within fourteen days after demand and designation of the location where payment may be made or mailed. 5. RENT PAYMENTS: Tenant agrees to pay rent unto the Landlord during the term of this Lease to pay the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below. 1. TERM OF LEASE: This Lease shall commence on the 2-2 day of personal purposes. 2. TERM OF LEASE: This Lease shall commence on the 2-2 day of personal purposes. 3. TERM OF LEASE: This Lease shall commence on the 2-2 day of personal purposes. 4. TERM OF LEASE: This Lease shall commence on the 2-2 day of personal purposes. 5. TERM OF LEASE: This Lease shall commence on the 2-2 day of personal purposes. 6. TERM OF LEASE: This Lease shall commence on the 2-2 day of personal purposes. 6. TERM OF LEASE: This Lease shall commence on the 2-2 day of personal purposes. 6. TERM OF LEASE: This Lease shall commence on the 2-2 day of personal purposes. 7. TERM OF LEASE: This Lease shall commence on the 2-2 day of personal purposes. 8. TERM OF LEASE: This Lease shall commence on the 2-2 day of personal purposes. 9. This lease shall commence on the 2-2 day of personal purposes. 10. TERM OF LEASE: This Lease shall commence on the 2-2 day of personal purposes. 11. TERM OF LEASE: This Lease shall commence on the 2-2 day of personal purposes. 12. TERM OF LEASE: This Lease shall commence on the 2-2 day of personal purposes. 13. TERM OF LEASE: This Lease shall commence on the 2-2 day of personal purposes. 14. TERM OF LEASE: This Lease shall commence on the 2-2 day of personal purposes. 15. TERM OF LEASE: This Lease shall commence on the 2-2 day of personal purposes. 16. TERM OF LEASE: This Lease shall co	Nebraska, with address of:	landlord as prepaid rent and security may be applied to the
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including the following items of personal property: 2. NATURE OF OCCUPANCY: As a special consideration and inducement for the graming of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below: 3. TERM OF LEASE: This Lease shall commence on the Z2 day of SCHENNER 2022 and extend until is expiration on the Z2 day of SCHENNER 2022 and extend until is expiration on the Z2 day of SCHENNER 2022 and extend until is expiration on the Z2 day of SCHENNER 2022 and extend until is expiration on the Z2 day of SCHENNER 2022 and extend until is expiration on the Z2 day of SCHENNER 2022 and extend until is expiration on the Z2 day of SCHENNER 2022 and extend until is expiration or the SCHEN 2022 and extend until is expiration or mination of this Lease, or other reasonable cleaning of, and pair of damages to, the premises upon the expiration or mination of this Lease, or other reasonable damages sulting from a default by Tenant. Tenant shall be liable to indicate from a default by Tenant. Tenant shall be liable to mindlord for all damages to the leased premises upon the mination of this Lease, ordinary wear and tear excepted mant is not entitled to interest on the security deposit to any rent due det this Lease, if Landlord sells or assigns the leased must is not entitled to interest on the security deposit to any rent due det this Lease. If Landlord sells or assigns the leased must be and the new owner or assigns the leased principle value and the mant is not entitled to interest on the security deposit to any rent due delivery to the above address. Tenant space that the mant is not sufficient for rent to be considered paid until Landlord or Landlord's agent receives the rent monies, either by mail or by delivery to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered mand until the tenant shall be		noncompliance with the Lease agreement. The halance if
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5. RENT PAYMENTS: Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of \$		or the location where payment may be made or mailed.
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If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

6. CONSEQUENSES OF BREACH BY TENANT: If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

In compliance with Nebraska Code § 76-1431:

In case of such breach, Landlord may deliver a written notice to the Tenant in breach specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied within a reasonable time not in excess of thirty (30) days; and the Lease Agreement shall terminate and the Tenant shall surrender possession as provided in the notice subject to the following:

- (a) If the breach is remediable by repairs, the payment of damages, or otherwise, and the Tenant adequately remedies the breach prior to the date specified in the notice, the Lease Agreement shall not terminate;
- (b) In the absence of a showing of due care by the Tenant, if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the Landlord party may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the Lease Agreement;

If the Lease Agreement is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.

However, if the breach by the Tenant is nonpayment of rent, the Landlord shall not be required to deliver thirty (30) days' written notice as provided above. In such event, the Landlord may serve Tenant with a three (3) day written notice of termination, whereupon the Tenant must pay the unpaid rent in full or surrender possession of the premises by the expiration of the three (3) day notice period.

Furthermore, the Tenant may be terminated with fourteen (14) days notice if the Tenant has committed a substantial violation of the Lease Agreement or applicable law that materially affects health and safety, and the violation is not cured prior to the expiration of the fourteen (14) day notice period.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

7. **DELIVERY OF NOTICES:** Any giving of notice under this Lease or applicable Nebraska law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant if when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

Landlord will provide and pay for the following utilities
(indicate those that apply):
[] Electric, [] Gas, [] Telephone, [] Cable Television,
Water, Garbage pick-up

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

9. NOTICE OF INTENT TO SURRENDER: Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable Nebraska law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Nebraska law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

10. OBLIGATIONS AND DUTIES OF LANDLORD:

In compliance with Nebraska Code § 76-1419,

- 1) The landlord shall:
- (a) Substantially comply, after written or actual notice, with the requirements of the applicable minimum housing codes materially affecting health and safety;
- (b) Make all repairs and do whatever is necessary, after written or actual notice, to put and keep the premises in a fit and habitable condition;
- (c) Keep all common areas of the premises in a clean and safe condition;
- (d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him;
- (e) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal from the appropriate receptacle; and
- (f) Supply running water and reasonable amounts of hot water at all times and reasonable heat except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

11. OBLIGATIONS AND DUTIES OF TENANT:

In compliance with Nebraska Code § 76-1421, Tenant shall.

- (1) Comply with all obligations primarily imposed upon tenants by applicable minimum standards of building and housing codes materially affecting health or safety,
- (2) Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit, and upon termination of the Lease place the dwelling unit in as clean condition, excepting ordinary wear and tear, as when the Lease commenced;

(3) Dispose from his dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner.

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- (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- (5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators in the premises;
- (6) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
- (7) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises; and
- (8) Abide by all bylaws, covenants, rules or regulations of any applicable condominium regime, cooperative housing agreement, or neighborhood association not inconsistent with landlord's rights or duties.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

- 12. NO ASSIGNMENT: Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.
- 13. TENANT INSURANCE: Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.
- hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable Nebraska law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any

resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and sightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

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- 15. ALTERATIONS: Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.
- 16. NO ILLEGAL USE: Tenant shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried on upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises- whether known or unknown to Tenant.
- 17. NOTICE OF INJURIES: In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.
- 18. LANDLORD'S RIGHT TO MORTGAGE: Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney

for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

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- 19. DELAY IN REPAIRS: Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlords control, there shall be no effect on the obligations of Tenant under this Lease.
- 20. ABANDONMENT: Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid-whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Nebraska law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Nebraska law, and terminate this Lease without notice to Tenant.
- 21. NOTICE OF ABSENCE FROM PREMISES: If Tenant is to be absent from the leased premises for seven (7) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here:

Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.

- 22. POSSESSION OF PREMISES: Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant.
- 23. DELAY OF POSSESSION: Tenant expressly agrees that if by reason of the premises being unready for occupancy, or by reason of the previous tenant or occupant of the dwelling holding over, or as a result of any other cause whatsoever, Tenant is unable to enter and occupy the premises, Landlord shall not be liable to Tenant in damages, but shall abate the rent for the period in which the Tenant is unable to occupy the premises.
- 24. MATERIALITY OF APPLICATION TO RENT: All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said

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- 25. MODIFICATION OF THIS LEASE: Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.
- 26. REMEDIES NOT EXCLUSIVE: The remedies and nights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Nebraska law.
- 27. SEVERABILITY: If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.
- 28. NO WAIVER: The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.
- 29. ATTORNEY FEES: In the event that Landlord employees an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby.
- 30. HEIRS AND ASSIGNS: It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.
- 31. DESTRUCTION OF PREMISES: In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the

control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

of Markey transplant Parking and

- 32. EMINENT DOMAIN: In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.
- 33. LANDLORD ENTRY AND LIEN: In addition to the rights provided by applicable Nebraska law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premised or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.
- 34. GOVERNING LAW: This Lease is governed by the statutory and case law of the State of Nebraska.

35. ADDITIONAL PROVISIONS:
· NO PETS
· NO SMOKING
· I · v Si Childs
· TENANT REGISTERIE FOR LAWN
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MUNING- AND SNOW REMOVE
· NO GARBAGE EXECUTES TO ACCUMULAT
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1 Ferris

TENANT

Disclosure of Information on	Lead-Based Paint and/or	Lead-Based Paint Hazards
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Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Les	sor's Dis	dosure		
(a)	Presence	e of lead-based paint and/or lead	i-based paint hazards (check	(i) or (ii) below):
		_ Known lead-based paint and/o (explain).		
	(ii) <u>×</u>	Lessor has no knowledge of lea	ad-based paint and/or lead-b	ased paint hazards in the
(b)	Records	and reports available to the less	or (check (i) or (ii) below):	
	(i)	Lessor has provided the lessee lead-based paint and/or lead-babelow).	with all available records and ased paint hazards in the ho	d reports pertaining to using (list documents
		Lessor has no reports or record paint hazards in the housing.	s pertaining to lead-based pa	aint and/or lead-based
	-1 *	nowledgment (initial) Lessee has received copies of a	Il information listed above	
		Lessee has received the pamph		ad in Your Home
()			ice Proceed Total Parming from Eco	ad III Todi Tionic.
Age	nt's Acki	nowledgment (initial)		
(e)		Agent has informed the lessor of is aware of his/her responsibility		der 42 U.S.C. 4852(d) and
Cer	tification	of Accuracy		
		parties have reviewed the information they have provided is true and a		est of their knowledge, that
	1 5-	1-4-13		
L		Balance	Lessor	Date
Less	ee /	Date	Lessee	Date
Age	nt	Date	Agent	Date

TSCA Lead-Based Paint Disclosure Rule Inspection Worksheet INDIVIDIVIDUAL LEASE INFORMATION SUMMARY

Instructions: Inspector completes form for every losse estated and invited in											
Instructions: Inspector completes form for every lease copied and reviewed. Completed form is included in inspection report, Attachment E. Form may be completed manually or electronically. (Enter all dates as mm/dd/yyyy).											
This form may be printed and com	nlated in	u man	or it m	electi	onica	lly. (E	nter a	all date	es as	mm/dd/yyyy).	
This form may be printed and completed in pen, or it may be completed electronically, then printed. If form is completed electronically, print in color.											
Inspector (lest come)											
mapostor (last rialite)	100				insp	ectio	n Da	te:	01	110/302	3
Target Housing Unit Informatio											
Name of Apartment Complex, if applica	ble		NI	A							
Street address: 1710 L	N 5	m	51	رمعه	7		Unit	numb	er:	NIA	
Street address: 1710 w 5M 5 treet Unit number: N/1 City: Hasting State: N & Zip: 6890 Year Built: 1928											
Type of Housing (check one):	1 (3		gle fami		or					n multi-unit build	dia a
Number of bedrooms (check one):	- 7	1	T DET	2	Ť'n	3					
		т.	-1. 24. 1		1 -	13				(if more than 3, spe	cify number)
Tenant Information:											
Name of Lessee(s):											
Number of Tenants under the age of	18 (at the t	ime the	lease was	signed):		\top	2	_		
Age (or approx. age) of each tenant u	nder 18	at the ti	me the lea	se was	slaner	n:	+	\sim		10	
	-		dlord (ve		1 [ease a	pplicat	<u></u>	T 🔲 lease	
Source of information on children's ag	jes:		er (spec		 '			ррпост		1 Ul lease	
Were any of the lessee(s) pregnant (a	I the time le					TYE	S	rf)	NO	Unknow	
l l	THO INTO IC	030 Wa	s signeu):			1 15	-5	/	NO	LUBY UTIKNOW	Ti (default)
Lease Information:											
Type of Lease (check one):	DX(Initi	al				or	1		Renewal	
Is this a government assisted rental u	nit? (e.g.	Secti	on 8/HL	JD,)) YES	3 1	VA)	
Lease term/ occupancy dates:	Fro	m d	9/23	120	22		to	To	7/2	30/2023	
Date Lessee(s) Signed Lease* 09/13/2012											
"If Lessee(s) signed lease but did not date their such as "This agreement is made on the 3" day	signature, (i	nen this	date defa	ults to t	he date	of the	lease a	greeme	nt. M	lany leases begin w	ith language
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Disclosure Information:											
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Is there a signed Disclosure Form ?		/ES						NO		/	
If YES, provide the following information			(s) sign					0)	109	12023	
	Date L	essor	signed	Disclo	sure	Form	:	01	09	12023	
	Date A	gent s	igned C	isclos	ure F	orm:			NI	A	
Was the pamphlet Protect Your Family for	rom Lead	in You	r Home I	June	2003	Drov	rided t	o less	ee?	DY YES	T NO
If NO, check all that apply			ced in s							12,12	1 - 1 - 1
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Additional Comments/Notes:											



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY EPA Region 7 STATEMENT

TSCA LEAD-BASED PAINT INSPECTION NUMBER:

TB011020731

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	S HAVE SIGNED AND ACKNOWLEGED LEAD-BASED PAINT
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falsified documents pursuant to inspections under	t is true and complete, and I acknowledge that knowingly and willfully providing false statements or authority of the Toxic Substances Control Act (TSCA) Title IV, Lead Exposure Reduction, 40 CFR In Certain Residential Structures, is punishable by fines or imprisonment of not more than 5 years or I and USC Title 18, Part I, Chapter 47, §1002.
FIRM'S OR INDIVIDUAL'S NAME	Pycan PAVENCES PAVELXA RENTALS LLC
FIRM'S OR INDIVIDUAL'S ADDRESS [CITY AND STATE]	
INDIVIDUAL'S NAME	Tayan PAVELES
TELEPHONE NUMBER	402-469-7592
SIGNATURE	Page 2
TITLE	GWNER
STATEMENT WITNESSED	BEFORE ME AT # AS TWG S NCBROSK) [CITY AND STATE] THIS
	SIGNATURE OF ETA REPRESENTATIVE

Lead-Based Paint Renovation/Repair Program Regulations Compliance Assistance Materials

TSCA §402/406 – Renovation/Repair

May 2022

Contractors Lead Safety During Renovations **EPA-740-F-002**, **May 2017** (*English*)

Building Manager Trifold, August 2012, (English)

Contractor Fact Sheet, June 2010, (English)

Contractor Fact Sheet, June 2010, (Spanish)

Fact Sheet: Rule Establishes Requirements To Protect Children During Renovation, Repair and Painting Activities that Disturb Lead-Based Paint, March 2008, (English)

Fact Sheet: Rule Establishes Requirements To Protect Children During Renovation, Repair and Painting Activities that Disturb Lead-Based Paint, March 2008, (Spanish)

Effective Dates for Renovation, Repair, and Painting Program Rule

Current Sample Pre-Renovation Form

Finding A Lead-Based Paint Professional in Region 7

Authorization in Region 7

Renovate Right pamphlet, **EPA-740-K-10-001**, **September 2011**, (*English*)

The April 2010 edition with the revised page 10 is acceptable. The September 2011 version of page ten may be downloaded from the Internet and affixed to the April 2010 edition. The September 2011 version of page ten may be found at: www.epa.gov/lead/pubs/insert.pdf.

Renovate Right pamphlet, **EPA-740-K-10-002**, **September 2011**, (*Spanish*)

The April 2010 edition with the revised page 10 is acceptable. The September 2011 version of page ten may be downloaded from the Internet and affixed to the April 2010 edition. The September 2011 version of page ten may be found at: www.epa.gov/lead/pubs/insertesp.pdf.

Small Entity Compliance Guide to Renovate Right, EPA-740-K-10-003, September 2011

Lead-Based Paint Disclosure Rule Regulations Compliance Assistance Materials

TSCA §1018 – Disclosure Rule

May 2022

What You Need to Know About Lead Poisoning (English)
What You Need to Know About Lead Poisoning (Spanish)
Lo Que Usted Necesita Saber Sobre el Envenenamiento por Plomo

Information Sheet: U.S. EPA Small Business Resources, OECA EPA-300-F-21-002 January 2022

DISCLOSURE FORMS & INSTRUCTIONS

- Blank Disclosure Form for Lease/Rental of Target Housing (English)
- Miebros en blanco para el arrendamiento o de alquiler de la vivienda destino (Spanish)
- Instructions for completion of Disclosure Form for Lease/Rental of Target Housing
- Blank Disclosure Form for Sale of Target Housing (English)
- Formulario de divulgación en blanco para la venta de la vivienda destino (Spanish)
- Instructions for completion of Disclosure Form for Sale of Target Housing

LEAD HAZARD INFORMATION PAMPHLETS

- Instructions for Obtaining Additional Copies of Protect Your Family pamphlets
- Protect Your Family From Lead in Your Home EPA-747-K-12-001, September 2013, (English)
- Proteja a Su Familia Contra el Plomo en el Hogar EPA747-K-13-001, Junio de 2003 (Spanish)
- <u>Protect Your Family</u> pamphlet, black and white camera ready copy (English), June 2017
- <u>Proteja a Su Familia</u> listo copia de folleto, blanco y negro cámara, Junio de 2017 (Spanish)

EPA and HUD Real Estate Notification and Disclosure Rule – Questions and Answers (quadfold brochure) EPA-747-F-96-001, March 1996

Lead-Contaminated Soil, 910-K-05-002, August 2005



US ENVIRONMENTAL PROTECTION AGENCY WASHINGTON, DC 20460

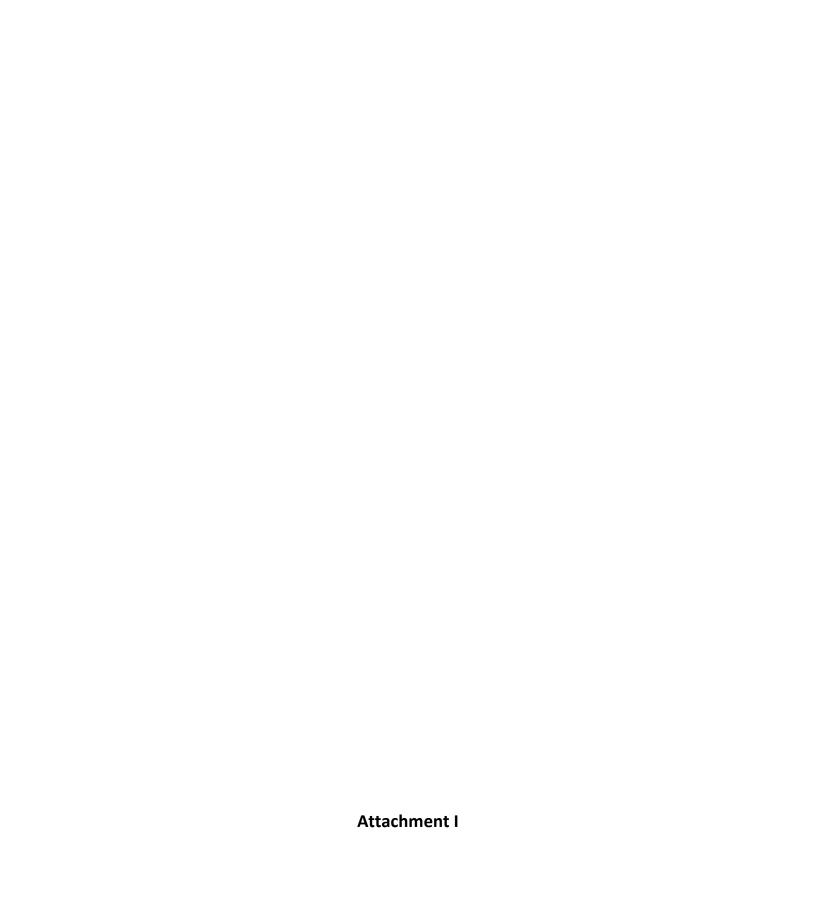
Toxic Substances Control Act

LEAD PAINT - RECEIPT FOR DOCUMENTS

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YELLOW - FACILITY COPY



NEBRASKA RESIDENTIAL LEASE AGREEMENT

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	ered into this theday of, 20, (hereinafter referred to as "Landlord"), and the Lessee
(hereinafter referred to collectively as "Tenant"), are jointly, se	All Lessees everally and individually bound by, and liable under, the terms and
conditions of this Lease.	really and individually bound by, and habit united, the wills and
For the valuable consideration described below, the sufficiency	of which is hereby acknowledged, Landlord and Tenant do hereb
covenant, contract and agree as follows:	or the many many many many many and a many as many
1. GRANT OF LEASE: Landlord does hereby lease unto	1
Tenant, and Tenant does hereby rent from Landlord, solely for	In compliance with Nebraska Code § 76-1416:
use as a personal residence, excluding all other uses, the	with the transparence of the transparence
personal residence located inCounty,	Upon termination of the Lease, property or money held by th
Nebraska, with address of:	landlord as prepaid rent and security may be applied to the
Tookunday William address Oc.	payment of rent and the amount of damages which the
	payment of rent and the amount of damages which the landlord has suffered by reason of the tenant's
	noncompliance with the Lease agreement. The balance, if
	any, and a written itemization shall be delivered or mailed t
, including	the tenant within fourteen days after demand and designation
the following items of personal property:	of the location where payment may be made or mailed.
~ · · · · · · · · · · · · · · · · · · ·	of the location where payment may be made of maded.
	5. RENT PAYMENTS: Tenant agrees to pay rent unto the
	Landlord during the term of this Lease in equal monthly
	installments of \$, said installment for each
2. NATURE OF OCCUPANCY: As a special	Installments of a said mushle on or before the lat day of the
onsideration and inducement for the granting of this Lease by	month being due and payable on or before the 1st day of the
the Landlord to the Tenant, the personal residence described	month, the first full rent payment under this Lease being due on the 1st day of, 20
bove shall be used and occupied only by the members of the	Off the 1st day of 2U
enant's family or others whose names and ages are set forth	To-and common that if most in not maid in full on an hafara tha
elow:	Tenant agrees that if rent is not paid in full on or before the
	day of the month, Tenant will pay a late charge of
	\$ as allowed by applicable Nebraska law.
	· · · · · · · · · · · · · · · · · · ·
	The prorated rent from the commencement of this Lease to the
· · · · · · · · · · · · · · · · · · ·	first day of the following month is \$ which
TERM OF LEASE: This Lease shall commence on the	amount shall be paid at the execution of this Lease.
day of, 20, and extend until	The second secon
expiration on theday of, and extend until	Tenant agrees that rent shall be paid in lawful money of the
, unless renewed or extended pursuant to the terms	United States by (indicate those that apply):
	[] cash, [] personal check, [] money order, []
	cashier's check, [] other
SECURITY DEPOSIT: Upon execution of this Lease,	Dont manner of all he made manually to
nant shall deposit the sum of \$ to be held by	Rent payments shall be made payable to
- · · · · · · · · · · · · · · · · · · ·	or delivered to the following address:
air of damages to, the premises upon the expiration or	or delivered to the following address:
nination of this Lease, or other reasonable damages	All - chang from Tonner to
	All notices from Tenant to
	Landlord under this Lease and applicable Nebraska law shall be delivered to the above address
nination of this Lease, ordinary wear and tear excepted.	be delivered to the above address.
	The second secon
	Tenant agrees that rent monies will not be considered paid
	until Landlord or Landlord's agent receives the rent monies,
	either by mail or by delivery to the above address. Tenant
nises, Landlord shall have the right to transfer Tenant's printy deposit to the new owner or assigned to hold winder	placing rent monies in the mail is not sufficient for rent to be
rity deposit to the new owner or assignee to hold under	considered paid, and rent will be considered unpaid until
	actual receipt thereof

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

6. CONSEQUENSES OF BREACH BY TENANT: If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

In compliance with Nebraska Code § 76-1431:

In case of such breach, Landlord may deliver a written notice to the Tenant in breach specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied within a reasonable time not in excess of thirty (30) days; and the Lease Agreement shall terminate and the Tenant shall surrender possession as provided in the notice subject to the following:

- (a) If the breach is remediable by repairs, the payment of damages, or otherwise, and the Tenant adequately remedies the breach prior to the date specified in the notice, the Lease Agreement shall not terminate;
- (b) In the absence of a showing of due care by the Tenant, if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the Landlord party may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the Lease Agreement;

If the Lease Agreement is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.

However, if the breach by the Tenant is nonpayment of rent, the Landlord shall not be required to deliver thirty (30) days' written notice as provided above. In such event, the Landlord may serve Tenant with a three (3) day written notice of termination, whereupon the Tenant must pay the unpaid rent in full or surrender possession of the premises by the expiration of the three (3) day notice period.

Furthermore, the Tenant may be terminated with fourteen (14) days notice if the Tenant has committed a substantial violation of the Lease Agreement or applicable law that materially affects health and safety, and the violation is not cured prior to the expiration of the fourteen (14) day notice period.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

7. DELIVERY OF NOTICES: Any giving of notice under this Lease or applicable Nebraska law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant if when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

8. UTILITIES: Tenant will provide and pay for the following utilities (indicate those that apply): [] Electric, [] Gas, [] Telephone, [] Cable Television [] Water, [] Garbage pick-up.
andlord will provide and pay for the following utilities indicate those that apply):] Electric, [] Gas, [] Telephone, [] Cable Television] Water, [] Garbage pick-up.

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

9. NOTICE OF INTENT TO SURRENDER: Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable Nebraska law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy
Landlord may terminate the month-to-month Lease by serving
Tenant with a written notice of termination, or by any other
means allowed by applicable Nebraska law. Upon
termination, Tenant shall vacate the premises and deliver same
unto Landlord on or before the expiration of the period of
notice.

10. OBLIGATIONS AND DUTIES OF LANDLORD:

In compliance with Nebraska Code § 76-1419,

- 1) The landlord shall:
- (a) Substantially comply, after written or actual notice, with the requirements of the applicable minimum housing codes materially affecting health and safety;
- (b) Make all repairs and do whatever is necessary, after written or actual notice, to put and keep the premises in a fit and habitable condition:
- (c) Keep all common areas of the premises in a clean and safe condition;
- (d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him;
- (e) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal from the appropriate receptacle; and
- (f) Supply running water and reasonable amounts of hot water at all times and reasonable heat except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

11. OBLIGATIONS AND DUTIES OF TENANT:

In compliance with Nebraska Code § 76-1421, Tenant shall:

- (1) Comply with all obligations primarily imposed upon tenants by applicable minimum standards of building and housing codes materially affecting health or safety,
- (2) Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit, and upon termination of the Lease place the dwelling unit in as clean condition, excepting ordinary wear and tear, as when the Lease commenced;

(3) Dispose from his dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner,

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- (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- (5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators in the premises;
- (6) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
- (7) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises; and
- (8) Abide by all bylaws, covenants, rules or regulations of any applicable condominium regime, cooperative housing agreement, or neighborhood association not inconsistent with landlord's rights or duties.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

- 12. NO ASSIGNMENT: Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.
- 13. TENANT INSURANCE: Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.
- 14. CONDITION OF LEASED PREMISES: Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable Nebraska law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any

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resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and sightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

- 15. ALTERATIONS: Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.
- or suffer any acts or omissions contrary to law or ordinance to be carried on upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises-whether known or unknown to Tenant.
- 17. NOTICE OF INJURIES: In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.
- 18. LANDLORD'S RIGHT TO MORTGAGE: Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney

for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

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- 19. DELAY IN REPAIRS: Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlords control, there shall be no effect on the obligations of Tenant under this Lease.
- 20. ABANDONMENT: Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid- whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Nebraska law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Nebraska law, and terminate this Lease without notice to Tenant.
- 21. NOTICE OF ABSENCE FROM PREMISES: If Tenant is to be absent from the leased premises for seven (7) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here:

Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.

- 22. POSSESSION OF PREMISES: Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant.
- 23. DELAY OF POSSESSION: Tenant expressly agrees that if by reason of the premises being unready for occupancy, or by reason of the previous tenant or occupant of the dwelling holding over, or as a result of any other cause whatsoever, Tenant is unable to enter and occupy the premises, Landlord shall not be liable to Tenant in damages, but shall abate the rent for the period in which the Tenant is unable to occupy the premises.
- 24. MATERIALITY OF APPLICATION TO RENT: All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said

Application, Landlord may deem Tenant to be in breach of this Lease.

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- 25. MODIFICATION OF THIS LEASE: Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.
- 26. REMEDIES NOT EXCLUSIVE: The remedies and nights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Nebraska law.
- 27. SEVERABILITY: If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.
- 28. NO WAIVER: The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.
- 29. ATTORNEY FEES: In the event that Landlord employees an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby.
- 30. HEIRS AND ASSIGNS: It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.
- 31. DESTRUCTION OF PREMISES: In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the

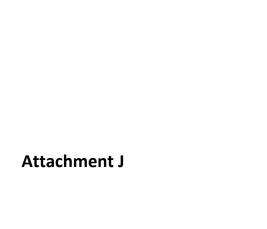
control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

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- 32. EMINENT DOMAIN: In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.
- 33. LANDLORD ENTRY AND LIEN: In addition to the rights provided by applicable Nebraska law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premised or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.
- 34. GOVERNING LAW: This Lease is governed by the statutory and case law of the State of Nebraska.

35. ADDITIONAL PROVISIONS:

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